

Award Number:

Contract W81XWH-11-1-0817

TITLE:

**Tritherapy (Spinalon)-Elicited Spinal Locomotor Network
Activation: Phase I-IIa Clinical Trial in Spinal Cord-Injured
Patients.**

PRINCIPAL INVESTIGATOR:

Dr. Pierre Guertin, Ph.D.

CONTRACTING ORGANIZATION:

Nordic Life Science Pipeline Inc.

Quebec City, Quebec, Canada, G1Y 2T4

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14. ABSTRACT During the research period covered by this annual report, the most significant achievements have been to obtain final regulatory and administrative approvals from the US Department of Defense, the Human Research Protection Offices, and the local ethic board. The recruitment process of potential human research subjects to enter the clinical trial received its go-ahead in September 2013 and everything is in place to allow the efficient conduct of this promising clinical trial.					
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INTRODUCTION

Project

This study aims to assess safety and preliminary efficacy of a first-in-class drug treatment called SPINALON that is designed to acutely trigger episodes of automatic walking in chronic spinal cord-injured patients.

It is a single administration, dose escalation, randomized, controlled, and double-blind study which main objective is to determine safety, tolerability and maximum tolerated dose of SPINALON. As a secondary objective, evidence of efficacy (Central Pattern Generator activation and corresponding rhythmic and locomotor-like movement induction) will be sought.

The clinical utility of this treatment is to allow correspondingly elicited-regular treadmill training (e.g., active physical activity induced three times per a week) to become a holistic solution for the prevention, reversal or reduction of metabolic and systemic health problems and deregulation (skeletal muscle and bone, cardiovascular, hormonal, immune, neuronal systems) typically found in chronic spinal cord-injured patients.

Period

During the period covered by this report, the advertising to recruit volunteers to enter the clinical research has officially begun. All administrative and regulatory requirements have been met, and all issues have been addressed.

ACCOMPLISHMENTS

Overall

The project started officially on September 30th, 2011. We then immediately began the preparation and submission of the corresponding documents to Health Canada and McGill University Health Center (MUHC) for Canadian regulatory approval (IND/CTA) and Ethics Review Board (ERB) approval. Approvals from Health Canada, and MUHC ERB were granted during the first 12 months.

Melanie Frank (DoD) received during year-1 a list of significant changes to be made (following her first list of requested amendments) including new personnel to hire (e.g., a study monitor for AEs monitoring/reporting as well as a Clinical Trial Associated for data monitoring). Meeting these new requirements has taken more time than expected.

In brief, approval by DoD and HRPO of the new budget and of all amended documents were granted during Year 2. Advertising to recruit volunteer research subjects has begun in September 2013.

Period

This section describes the research accomplishments associated with each milestone/tasks outlined in the Statement of Work. See [appendix 1](#) for the approved revised version dated June 04, 2013.

- Oct 2012 – April 2013 – Work conducted to amend the budget, project, protocol, and Informed Consent Form (ICF).
- **Task 1g** (January 18 to May 1st 2013) – Submission of the amended budget, clinical research protocol, informed consent form, and advertisement following recommendations/requirements by the CDMRP (Department of Defense Congressionally Directed Medical Research Programs)
- **Task 1h** (February 1st to May 11 2013) – Submission of the amended clinical research protocol, informed consent form, and advertisement Human Research Protections Office (HRPO).
- March 08, 2013 – Agreement with the major partnering organization, the Research Institute of the McGill University Health Center (MUHC), hosting the clinical site where the research subjects will be meet, has been fully executed ([Appendix 2](#)).
- May 21, 2013 – Agreement with Southern Research Institute (proposal P12.0619R1), performing pharmacokinetic assays, has been fully executed ([Appendix 3](#)).
- **Task 1g** (May 20, 2013) – Approval by the DoD of the amended budget, clinical research protocol (version dated May 11, 2013), informed consent form (version dated January 25, 2013), and advertisement ([Appendix 4](#)).
- **Task 2a** (May 31, 2013) –Second Investigator’s meeting (See supporting Power Point presentation in [appendix 5](#)).
- An extent to the current period of performance has been granted by the DoD (addition of 5 months, up to 31 August 2014). See confirmation document in [appendix 6](#).
- **Task 1i** – In June 2013, the investigator, Dr. Mohan Radhakrishna, submitted amended protocol and ICF to the Institutional (MUHC) Ethics Review Board.
- **Task 1i** (June 11, 2013) – Approval of amended protocol (version dated May 11, 2013), amended ICF (version dated January 25, 2013), and advertisement by the Institutional (MUHC) Ethics Review Board (ERB). The ERB approval letter is presented in [appendix 7](#).
- **Task 1h** (July 09, 2013) – Final approval by the HRPO ([Appendix 8](#)).

- **Task 1f** (July 9, 2013) – Nordic Life Science Pipeline (Nordic LSP) sent to the DoD/HRPO the ERB approval for the amended protocol and ICF.
- July 28, 2013 – Fully executed commercial insurance binder (NC13405L) between Nordic LSP and Creechurch International Underwriters Ltd, for a coverage period starting on August 15, 2013 and ending on August 15, 2014 (Broker is Deslauriers & Associés Inc.)([Appendix 9](#)).
- July 31, 2013 – Fully executed SAE monitoring contract with ICON Clinical Research (Study No.: 2784/0001) ([Appendix 10](#)).
- July 2013 – Signature of the monitoring contract between Nordic LSP and Olympia Monitoring (Mario Fournier) failed. Since the project has been delayed for many months, Mr. Fournier is no more available to monitor this study.
- August 01, 2013 – Fund transfers to Nordic LSP were approved again after migration of the CCR account toward the new SAM system. See confirmation email in [appendix 11](#).
- **Task 4a** (August 1st, 2013) – The authorization to start advertising and phone pre-screening has been given by Nordic LSP to the investigator ([Appendix 12](#)).
- August 23, 2013 – Fully executed agreement between Nordic LSP and Bio-Medic Laboratories for general blood chemistry analysis (version 2.0 dated August 19, 2013). Contract, laboratory manual, and requisition form are in [Appendix 13](#)).
- **Task 3f** (September 03, 2013) – Fully signed monitoring contract between Nordic LSP and Vincent Audibert from VA Consultant Inc. (replacing Olympia Monitoring). Related appended documents are presented in [appendix 14](#): Conflict of interest disclosure; disclosure agreement; and *Curriculum vitae* of Vincent Audibert
- **Task 3c** (September 17, 2013) – Phone conference between ICON and the Investigator (Radhakrishna) to cover the SAE reporting process. Minutes of this phone conference are presented in [appendix 15](#).
- **Task 4a** – As of September 20, 2013, twenty-one (21) subjects have been phone pre-screened, among which twelve (12) qualified to receive the informed consent form. See the screening log of the research subjects in [appendix 16](#).

Work to be Performed Next Three Months (Oct-Dec 2013)

- PI to be trained on shipping hazardous material
- First screening visit
- First treatment visit

Problems Areas

a) Current problems:

None

b) Anticipated problems:

From January 2014, the randomization speed will have to be increased, from the initially planned one subject weekly to 1.5-2 weekly in order to meet the actual timeline.

OUTCOME

A script has been generated to record subject information during the pre-screening phone call ([Appendix 17](#)).

CONCLUSION

Addressing the numerous issues related to budget and administrative concerns has been very time consuming, but the project is now back on track, and everything is in place to allow an efficient conduct of this promising clinical trial.

REFERENCE

Not applicable

APPENDICES

Appendix	Title
1	Approved Statement of Work (revised version dated June 04, 2013)
2	Agreement between Nordic LSP and the Research Institute of the McGill University Health Center (MUHC)
3	Agreement between Nordic LSP and Southern Research Institute
4	Approval by the DoD of the amended budget, clinical research protocol, informed consent form, and advertisement
5	Investigator's Meeting held on May 31, 2013 (PP supporting slides)
6	Confirmation of the extent to the period of performance
7	Approval letter of amended protocol, ICF, and advertisement by the Institutional (MUHC) Ethics Review Board (ERB)
8	Final approval by the HRPO
9	Commercial insurance binder between Nordic LSP and Creechurch International Underwriters Ltd
10	SAE monitoring contract between Nordic LSP and ICON Clinical Research
11	Funds transfer re-approval after migration into the new SAM system
12	Advertising authorization given to the investigator by Nordic LSP
13	Agreement between Nordic LSP and Bio-Medic Laboratories (blood chemistry), including laboratory manual and requisition form
14	Monitoring contract between Nordic LSP and VA Consultant Inc. including Conflict of interest disclosure; disclosure and <i>Curriculum vitae</i>
15	Minutes of the phone conference between ICON and the Investigator (Radhakrishna) to cover the SAE reporting process
16	Research subjects screening log
17	Pre-screening phone script

Appendix 1

**Approved Statement of Work
(revised version dated June 04, 2013)**

Proposal No. SC100155
DoD Award No. W81XWH-11-1-0817
HRPO Log Number A-16988

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STATEMENT OF WORK

Program: 2010 Spinal Cord Injury Research Program

Proposal Number: SC100155

Project Title: “Tritherapy (SPINALON)-Elicited Spinal Locomotor Network Activation: Phase I-IIa Clinical Trial in Spinal Cord-Injured Patients”

Principal Investigator: Pierre Guertin

Objective 1. The primary objective is to determine safety, tolerability, and maximum tolerated dose in SCI patients.

Safety and tolerability will be assessed by monitoring adverse events (AEs) (using subject interview/reporting). In collaboration with patients, monitoring of fatigue, nausea, diarrhea, vomiting, dizziness, drowsiness, tachycardia, hypotension, abdominal pain, hypertension, lethargy, headaches, vertigo, dry mouth, nervousness, hallucination will be performed during 8 hours post drug administration. Patients will be instructed to report any adverse events for 7 days after the conclusion of the study.

Safety parameters that will be evaluated also include vital signs, physical exam, clinical laboratory tests (hematology, blood chemistry for electrolytes and liver function, and urinalysis). Complete blood examination will be performed immediately prior to drug administration as well as 2 hours post-drug administration.

The pharmacokinetic profiles of each of the three active molecules composing Spinalon will be thoroughly assessed using liquid chromatography-tandem mass spectrometry (LC/MS/MS) to determine concentrations (plasma samples) to make sure that their PK profiles do not change in the combination product compared with their known profiles when administered separately. Blood samples will be obtained immediately prior to drug administration and 15 min, 30 min, 60 min, 120 min, and 240 min post drug administration. Log-transformed (\ln) C_{max} , AUC_{0-t} , and $AUC_{0-\infty}$ data will be analyzed using an appropriate analysis of variance (ANOVA) regression model. This approach was developed and successfully used by Southern Research Institute (Birmingham, AL) under NIH contract N01-CM-52203. They have been contracted for developing/validating a LC/MS/MS method to simultaneously detect the three drugs in rat and human plasma and, hence, successfully conducted the final preclinical PK studies.

Objective 2. The secondary objective is to explore dose-dependent effects upon the appearance of locomotor-like activity.

Electromyographic (EMGs) measurement (timing, intensity and lack of co-contraction) will be performed using eight double-differential pre-amplifier EMG electrodes (Ag/AgCl disc electrode pairs) from a multi-channel EMG system (Model MA-300-16, Motion Lab Systems, Inc., LA, USA). EMGs signals will be sampled at 900 Hz, bandpass-filtered (zero-lag, 4th order, 30–300 Hz cut-off

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frequencies), and then full wave-rectified using telemetry to monitor quadriceps (*vastus lateralis*), *biceps femoris*, *gastrocnemius* and *tibialis anterior* muscle activity) during 5 minutes prior to drug administration (baseline control levels) and during 2 hours post-administration (test levels) in all patients lying down in a bed. The supine position was preferred over other positions (e.g., standing with body weight supporting devices or parallel bars) to: 1) avoid standing-related reflexes (e.g., la monosynaptic stretch reflex in extensors) EMG activity and corresponding noise or unrelated signals; 2) reduce risks of injury (e.g. falls), to facilitate recordings in case of movement); 3) optimize conditions for detecting rhythmic locomotor-like activity as shown in other studies with spontaneous activity or epidural stimulation-induced activity (Calencie *et al.* Brain 117, 1994; Dimitrijevic *et al.* Annals NY Academy of Sciences, 860, 1998).

RESEARCH SUBJECTS

- Fifty (50) spinal cord-injured patients classified as ASIA-A and ASIA-B (*i.e.* complete absence of voluntary motor control below injury level) will be enrolled for this study.
- Prospective subjects will be both men and women.
- The expected duration of subject participation is one day of testing.

The first four (4) volunteers among all participants will be assigned to GROUP I. As such they will receive either a placebo (oral tablets) or the lowest dose (oral tablets) of SPINALON (see below for all groups). The next four (4) volunteers in this study will receive a placebo or a larger dose of SPINALON, etc. Note that no more than one (1) individual per group will receive a placebo instead of SPINALON.

GROUP 1 - 10 mg BUSPIRONE + 100 mg L-DOPA + 25 mg CARBIDOPA
 GROUP 2 – 15 mg BUSPIRONE + 150 mg L-DOPA + 37 mg CARBIDOPA
 GROUP 3 – 25 mg BUSPIRONE + 250 mg L-DOPA + 62 mg CARBIDOPA
 GROUP 4 – 35 mg BUSPIRONE + 350 mg L-DOPA + 87 mg CARBIDOPA
 GROUP 5 – 50 mg BUSPIRONE + 500 mg L-DOPA + 125 mg CARBIDOPA
 GROUP 6 – 75 mg BUSPIRONE + 750 mg L-DOPA + 187 mg CARBIDOPA
 GROUP 7 – MTD BUSPIRONE + MTD L-DOPA + MTD CARBIDOPA

GROUP 8 (additional control) – MTD BUSPIRONE
 GROUP 9 (additional control) – MTD L-DOPA/CARBIDOPA

For assignment to groups 2 – 6, the study requires that adverse side effects, if any, were encountered in 50% or less of all participants of the previous tested group. This standard dose escalation procedure will be continued until Group 6 or intolerable side effects are found in more than 50% of a group (*i.e.*, in which case, SPINALON will be considered to have reached its Maximum Tolerated Dose (MTD).

More specifically, within any group, if < 2 of the 4 patients experienced atypical adverse events or significant clinical concerns within seven days of dosing, then escalation to the next dose level will be

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permitted. A last group of eleven (11) volunteers (10 SPINALON + 1 PLACEBO) will be tested with the most elevated dose (Group 6) or MTD or placebo.

After testing described above, sixteen (16) additional volunteers will be assigned randomly to one (1) of two (2) final groups where only one of the drugs composing SPINALON will be tested. This requirement proposed by regulatory agencies (U.S. Food and Drug Administration) is aimed to determine the usefulness of each drug composing SPINALON (buspirone sold as BUSPAR and L-Dopa/carbidopa sold as a single table called SINEMET).

MILESTONES & TASKS

1. Protocol finalization and approval

Task 1a. Modification of the clinical research protocol following recommendations/requirements by the CDMRP (Department of Defense Congressionally Directed Medical Research Programs) (month 1)

Task 1b. Submission of applicable documents to the Canadian Health Agency (month 2)

Task 1c. Modification of applicable documents following recommendations/requirements by the Canadian Health Agency (months 2-3)

Task 1d. Approval of applicable documents by the Canadian Health Agency (month 3)

Task 1e. Submission and approval of applicable documents to the Institutional Review Board (IRB)(month 4)

Task 1f. Submission and approval of the approved IRB documents by the US Army Medical Research and Material Command (USAMRMC) Human Research Protections Office (HRPO) (months 5-6)

Task 1g. Submission of the amended budget, clinical research protocol, informed consent form, and advertisement following recommendations/requirements by the CDMRP (Department of Defense Congressionally Directed Medical Research Programs)

- Submission to the DoD **(from January 18 to May 1st 2013)**
- Approval by the DoD **(May 8, 2013)**

Task 1h. Submission of the amended clinical research protocol, informed consent form, and advertisement Human Research Protections Office (HRPO)

- Submission to the HRPO **(from February 1st to May 11 2013)**
- Approval by the HRPO **(initial approval on February 08, 2013, and final approval on May 2013)**

Task 1i. Submission and approval of applicable documents to the Institutional Review Board

- Amended protocol, informed consent and advertisement to be submitted to the McGill Research Ethics Board (May, 2013)
- McGill Research Ethics Board meeting
- Amendment approval decision (June 2013)

1. Investigators meeting (June 2013)

Task 2a. Meeting between the Medical Monitor and the Clinical Investigator to assure that the investigator understands the nature and requirements of the protocol for an adequate and well-controlled study.

2. Site initiation visit (July 2013)

Task 3a. Confirm receipt of clinical supplies with clinical site

Task 3b. Review protocol requirements

Task 3c. Review sponsor policy on CRF completion and correction

Task 3d. Confirm presence of all required documents (Clinical Protocol, Investigator's Brochure, Consent Forms, Case Report Forms)

Task 3e. Ensure establishment of study files

Task 3f. Establish monitoring visit frequency and communicate to site

3. Patients enrolment (First subject enrolled in July 2013)

Task 4a. Pre-assessment (recruitment of patients among the Montreal General Hospital database

Task 4b. Qualification based on inclusion and exclusion criteria

Task 4b-1. Full medical history of potential patients

Task 4b-2. Clinical examination of potential patients

Task 4c. If necessary, recruitment among members of the REPAR (association of rehab centers across the Province of Quebec)

Task 4d. Signature of consent form

4. Patients treatment (First subject to received study medication in July 2013)

Task 5a. Introduction of the patient to the research team

Task 5b. Explanation (re-explanation) of the protocol to the patients

Task 5c. Review of the signed informed consent form

Task 5d. Electromyographic measurements (EMGs) (8 surface electrodes [Ag/AgCl disc electrode pairs]) placed on both legs will be performed using telemetry (Motion Lab Systems, LA) to monitor quadriceps (vastus lateralis), biceps femoris, gastrocnemius and tibialis anterior muscle activity) during 5 minutes prior to drug administration (baseline control levels) in all patients lying down in a bed.

Task 5e. Blood sample for complete blood examination (biochemistry and hematology) immediately prior to drug administration

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Task 5f. Blood sample to assess pharmacokinetic profiles of each of the three active molecules composing SPINALON prior to drug administration

Task 5g. Single administration (*per os*) of one oral administration of SPINALON tablets

Task 5h. Electromyographic measurements (same as task 4) during 2 hours post-drug administration

Task 5i. Safety and tolerability will be assessed by monitoring adverse events (AEs) during 2 hours post-drug administration:

Subtask 5i-1. Subject interview/reporting

Subtask 5i-2. Vital signs measurement

Subtask 5i-3. Blood sample for complete blood examination (biochemistry and hematology) at 2 hours post-drug administration.

Task 5j. Blood sample to assess pharmacokinetic profiles of each of the three active molecules composing SPINALON (no mid or long term follow-up analyses are planned):

Subtask 5j-1. Blood sample at 15 minutes

Subtask 5j-2. Blood sample at 30 minutes

Subtask 5j-3. Blood sample at 60 minutes

Subtask 5j-4. Blood sample at 120 minutes

Subtask 5j-5. Blood sample at 240 minutes

5. Site close-out visit (June 2014) Task

6a. Collect all Case Report Forms

Task 6b. Reconcile drugs from inventory and ship back the remaining to the sponsor

Task 6c. Send clinical data and statistical summary to investigator

Task 6d. Investigator briefed on procedure if notified of FDA audit

Task 6e. IRB notified of termination

6. Study draft data analysis (June 2014)

7. Study final data analysis (July 2014)

8. Final integrated study report (August 2014)

Task 9a. Prepare final study reports

Task 9b. Submission of the final report

TARGET RECRUITMENT MILESTONES

- First patient screened: June 2013
- First patient enrolled: July 2013
- First patient on medication: July 2013
- Last patient enrolled: June 2014
- Last patient on medication: June 2014

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STUDY SITE**Montreal General Hospital (McGill University Health Centre)****Dr Mohan Radhakrishna, MD (Co-Investigator)**

- Director, Clinical Spinal Cord Injury Research Unit, McGill University
- Head, Physical Medicine and Rehabilitation, McGill University
- Dr. Radhakrishna has access to SCI patients via the McGill University Health Center (MUHC - Montreal General Hospital). He will be responsible for patient recruitment and drug administration.

CONSULTANT/SUB-CONTRACTOR**Dr. François Prince, Ph.D. (Collaborator)**

- Professor, Montreal University, Surgery and Kinesiology Department
- Dr. Prince will be responsible to assess drug-elicited rhythmic EMG activity in flexor and extensor muscles.

Margaret Zalewski, MD (Research Monitor)

- Director, Medical and Safety Services at ICON Clinical Research (PA, USA)
- Board certified neurologist
- Over 37 years of combined experience in clinical neurology as a practicing physician and clinical research industry specializing in the CNS therapeutic area.

Mario Fournier (Study Monitor/Coordinator)

- Olympic Monitoring

Southern Research Institute (pharmacokinetic profiles)

2000 Ninth Avenue South

P.O. Box 55305

Birmingham, AL

USA, 35205-5305

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ACRONYMS AND DEFINITIONS

Acute patients: less than 4 weeks post-injury

ASIA A: Completely injured patients (no voluntary motor control and no sensation below injury)

ASIA B: No voluntary motor control but some sensations below injury level

ASIA C: Some voluntary motor control (below grade 3) and some sensations below injury

ASIA D: Some voluntary motor control (above grade 3) and some sensations below injury

ASIA E: Normal

BWSTT: Body weight-supported treadmill training

CPG: Central Pattern Generator for locomotion

Early chronic patients: 3-6 months post-injury

Late chronic patients: More than 6 months post-injury

Motor complete patients: ASIA-A and ASIA-B patients

SCI: Spinal cord injury

Subacute patients: less than 3 months

Appendix 2

**Agreement between Nordic LSP and the Research Institute of the McGill University
Health Center (MUHC)**



PROTOCOL SPIN-01

Tri-therapy (SPINALON)-elicited spinal locomotor network activation: Phase I-IIa clinical trials in spinal cord-injured patients

Clinical Trial Agreement

BETWEEN

Nordic Life Science Pipeline Inc.

AND

Institution: The Research Institute of the McGill University Health Center

PRINCIPAL INVESTIGATOR: Dr. Mohan Radhakrishna

This agreement (AGREEMENT) is made and entered into as of the 5th day of 2012 (EFFECTIVE DATE)

BETWEEN: **Nordic Life Science Pipeline Inc.** (SPONSOR), a corporation incorporated under the *Canada Business Corporation Act*, having its head office at 1135 Rue des Carougeois, Quebec City, QC, Canada, G1Y 2T4, herein acting and represented by Dr. Pierre Guertin, its President and Chief Executive Officer.

AND: The Research Institute of the **McGill University Health Center** (INSTITUTION), a non-profit organization constituted under the laws of Quebec having its principal place of business located at 2155 Guy Street, Suite 500, Montreal, QC, H3H 2R9, herein represented by Mr. Francois Schubert, its General Manager & Chief Administrative Officer _____, duly authorized.

(SPONSOR and INSTITUTION and PRINCIPAL INVESTIGATOR may be referred to herein each as a "Party" and collectively the "Parties".)

Whereas the SPONSOR received an award from the U.S. Department of Defense and U.S. Army to conduct a clinical study according to the protocol referred to hereafter.

Whereas SPONSOR desires the INSTITUTION and PRINCIPAL INVESTIGATOR to conduct a clinical trial (STUDY) described in the Protocol **SPIN-01** (PROTOCOL) being entitled:

"Tri-therapy (SPINALON)-elicited spinal locomotor network activation: Phase I-IIa clinical trials in spinal cord-injured patients"

Whereas the Case Report Form (CRF) is a printed document designed to record all of the trial patient information.

The INSTITUTION, PRINCIPAL INVESTIGATOR and SPONSOR agree as follows:

1 THE STUDY

1.1. The Parties agree to conduct this Study in accordance with the Protocol **SPIN-01** (as it may be amended from time to time), this Agreement, Applicable Laws, conditions imposed by

the Institution's IRB, and the written instructions of the Sponsor relative to the administration of the Protocol.

1.2.: The team appointed by the INSTITUTION and/or PRINCIPAL INVESTIGATOR for the Study shall be under the direction of **Dr. Mohan Radhakrishna** (PRINCIPAL INVESTIGATOR).

1.3 .. Institution shall ensure that the Principal Investigator(s) obtains the approval of the conduct of the Study and related Informed Consent Form from the IRB or similar committee formally designated by the Institution to review biomedical research, in conformance with Applicable Laws

1.4. The INSTITUTION and/or PRINCIPAL INVESTIGATOR shall:

- ~~14.1~~ Obtain informed consent in writing from each of the participants in the Study
- ~~14.2~~ Maintain records documented on CRFs and retain after completion of the Study
- 14.3 Notify in writing any adverse reaction in the course of the Study
- 14.4 Permit SPONSOR representatives to examine its facilities (monitoring visit) with reasonable advance notice.

1.5.: The INSTITUTION and/or PRINCIPAL INVESTIGATOR shall prepare study medication and placebo (Study Drug) to conduct the Study, as per agreed between the Sponsor and the pharmacy department of the Montreal General Hospital.

1.6.: The INSTITUTION and/or PRINCIPAL INVESTIGATOR must keep a record of the use of the Study Drug.

1.7.: The PRINCIPAL INVESTIGATOR and Institution warrant that this Study will be performed in accordance with the International Conference on Harmonization (ICH) guidelines entitled "General Considerations for Clinical Trials (1998)" as adopted by the Therapeutic Products Directorate, Health Canada, and with the TriCouncil Policy Statement entitled "Ethical Conduct for Research Involving Humans (1998)" as adopted by the Medical Research Council of Canada, the Natural Sciences and Engineering Research Council of Canada, and the Social Sciences and Humanities Research Council of Canada. On behalf of the Institution, the Qualified PRINCIPAL INVESTIGATOR will conduct the Study in accordance with all applicable laws, regulations, rules and guidelines, including but not limited to, the Declaration of Helsinki, ICH Guidelines (including Good Clinical Practice) and the Food & Drugs Act of Canada.

1.8. The Parties will comply with all applicable federal and provincial privacy legislation including (as applicable) the **Personal Health Information Protection Act**, 2004, S.O. 2004, c. 3 ("PHIPA"). In the course of performing the Study, Institution and Principal Investigator may collect personal information including personal health information, as defined in PHIPA, from Study's subjects.

2 COMPENSATION

2.1. Enrolled Subject: The SPONSOR will pay the INSTITUTION (plus overhead)paid quarterly without invoice to the INSTITUTION FOR THE PRINCIPAL INVESTIGATOR) per enrolled (randomized) patient based on the following breakdown of costs:

- Physical exam:
- Signature of subject's eligibility:
- Study drug handling:
- Signature of Case Report Forms (CRF):
- Supervision of patients during the procedures:

2.1.1. Note that, in addition, a start-up payment (no overheads apply to this sum) will be paid without invoice to the INSTITUTION for the PRINCIPAL INVESTIGATOR independently of patient recruitment.

2.2. Nurse: A Nurse is required to assist the PRINCIPAL INVESTIGATOR, Dr. Radhakrishna, for tasks such as:

- Screening of potential subjects
- Collecting the medical history
- Verification of inclusion and exclusion criteria
- Handling of study drug
- Collection of laboratory specimen (blood)
- Completion of the Case Report Forms

The SPONSOR will compensate the INSTITUTION for the salary of a Nurse at 40 % effort on the project based on a maximum annual base salary (plus overhead), in addition of 17.8 % fringe benefits, for an annual amount of up (quarterly payments will be made to the INSTITUTION with no invoice).

The Nurse salary is based on the scales followed by the Research Institute of the McGill University Health Center, in effect as of April 1, 2011, as confirmed by Sonia Rea, Director of the Human Resources and Environmental Health & Safety Division (43824

- DEC Nurse = (not including overheads)

2.3. Subjects' Accommodation Fees: Subjects will not be paid for their participation in this study. However, they will be reimbursed for travel and meal expenses up to an amount of. If a subject lives outside the Great Montreal Metropolitan area, and wish to stay overnight in Montreal prior to the day of testing, an additional amount of up to for hotel will be paid. The SPONSOR will pay the INSTITUTION a maximum amount per randomized patient for these fees (no invoice needed). For that purpose and considering that at least half of the patients are probably not going to require a night sleep (hotel) in Montreal prior to testing, a lump-sum of (plus overheads of 30%) will be paid to the INSTITUTION to allow them to

reimburse patients, upon request from them, as described above. Sums that remain at the end of the study shall be returned to the SPONSOR.

2.4. Payments to the INSTITUTION will be as follows:

- Compensation for the salary of a Nurse, including related fringe benefits and indirect costs, will be paid quarterly (four times yearly).
- Total amount per randomised subjects, will be paid 1 month after the first subject is randomized, and then quarterly (four times yearly in total).

2.5. The INSTITUTION will not be compensated for patients for whom protocol violations due to INSTITUTION are observed or for patients that are not evaluable due to poor quality of the data.

2.6. The SPONSOR will assume the shipping cost to send clinical samples (blood) as well as the analysis cost.

2.7. The SPONSOR will assume the cost of archiving the study file at the end of the study.

2.8. An Institutional Review to be paid to the INSTITUTION by SPONSOR, upon receipt of an original invoice from the INSTITUTION.

2.9. Recruitment period should be of 12 months.

2.10. In summary, assuming that all 51 subjects will be randomized in 12 months, as planned by the protocol, the SPONSOR could pay the INSTITUTION an amount which includes overheads of 30% on all direct costs (except for start-up payments and IRB fees (see annexe 1 for details))

2.11. The INSTITUTION and/or PRINCIPAL INVESTIGATOR will complete the Study within the maximum budget and will not spend in excess of this budget without SPONSOR's prior written consent.

2.12 Payments will be made to the following:

Payee: All cheques should be made payable to: The Research Institute of the McGill University Health Centre

and mailed to:
Grants Management Department
The Research Institute of the McGill University Health Centre
2155 Guy Street, Suite 500 Montreal QC H3H 2R9 Canada

Please identify all payments by including on the cheque:
Name of Principal Investigator

Protocol #
Site #

Sponsor is requested to send a copy of the cheque, with an explanatory note to the Principal Investigator.

Contact Information: Cinzia Raponi, Associate Director, Operations

Please Note: we request that the following standard financial requirements according to our Institution's Policies and Procedures be included in the Study Budget

3 STAFF AND FACILITIES

- 3.1. The SPONSOR shall pay for all necessary supplies, related to the study.
- 3.2. The INSTITUTION and/or PRINCIPAL INVESTIGATOR shall promptly notify SPONSOR in writing of any changes in personnel involved in the Study.

4 DATA

- 4.1. The NSTITUTION and/or PRINCIPAL INVESTIGATOR will archive all original Study data for a period of 25 years.
- 4.2. The INSTITUTION and/or PRINCIPAL INVESTIGATOR agrees to allow SPONSOR, Health Canada (Canada), or any other similar regulatory agency to audit the Study data. The Sponsor shall notify both the Institution and PRINCIPAL INVESTIGATOR of any request or information that they may have thereto with respect to any possible Inspection to this study.
- 4.3. SPONSOR shall have the entire right to use the Results for purposes related to the advancement of research without further obligation or liability to the INSTITUTION and/or PRINCIPAL INVESTIGATOR

5 INFORMATION

- 5.1. The INSTITUTION and/or PRINCIPAL INVESTIGATOR shall treat all information obtained pursuant to this Agreement as secret and shall not use, supply or disclose any such information to any third party at any time during the term of this Agreement and thereafter. This obligation of shall survive the completion or early termination of this Agreement and shall remain in effect for a period of 7 (seven) years following the completion or early termination of the Study.
- 5.2. The INSTITUTION and/or PRINCIPAL INVESTIGATOR acknowledges and agrees to be responsible for any breach of the obligations of including by its directors, officers and employees as well as by its subsidiaries or its affiliates and by any authorized third party.
- 5.3. The INSTITUTION and/or PRINCIPAL INVESTIGATOR shall require each person who participates in the Study, including the PRINCIPAL INVESTIGATOR, to be bound by provisions similar to those hereunder.

6 TERMINATION

6.1. This Agreement may be terminated by either Party at any time without penalty within a 30 (thirty) day notice or by mutual written agreement

6.2. In the event of termination hereunder, other than as a result of a material breach by Institution or PRINCIPAL INVESTIGATOR (in which case no further amounts shall be payable by Sponsor), the total sums payable by Sponsor pursuant to this Agreement shall be equitably pro rated for actual work performed to the date of termination, all non-cancellable expenses incurred as of the date of termination shall be paid by Sponsor, and in all cases with any unexpended funds previously paid by Sponsor to Institution being refunded to Sponsor.

7 INDEMNITY AND WARRANTY

7.1. SPONSOR shall defend, indemnify and hold harmless the McGill University Health Centre, the Hospitals, The Research Institute affiliated with the McGill University Health Centre, as well as the PRINCIPAL INVESTIGATOR and faculty, students, trustees, officers, agents and employees of Institution (hereafter collectively referred to as "Institution Indemnified Party") from any and all liabilities, claims, actions or suits arising out of or in connection with the performance of the Research. The obligation to indemnify shall not apply to the extent the loss is due to Institution Indemnified Party's failure to conduct the Research in accordance with the Protocol; or to the extent it has been ultimately determined that, on a comparative basis between Institution and SPONSOR, such loss arises out of the negligence or willful misconduct of any Indemnitee. Deviations from the terms of the Protocol that may arise out of necessity, or for health or safety issues do not per se constitute negligence or willful misconduct provided that Institution Indemnified Party shall promptly notify SPONSOR of any such deviations.

7.2. The Institution and the PRINCIPAL INVESTIGATOR shall reasonably cooperate with SPONSOR and its legal representatives in the investigation and defense of any claim or suit covered under this Agreement. In the event a claim or action is or may be asserted, the Institution shall have the right to select and to obtain representation by separate legal counsel. If the Institution exercises such right, all costs and expenses incurred by Institution for such separate counsel shall be borne by Institution and SPONSOR shall reasonably cooperate with Institution and its legal representatives in the investigation and defense of any such claim or action.

7.3. SPONSOR agrees to reimburse Institution Indemnified Party for any costs incurred for the diagnosis, care and treatment if any undesirable side effects, adverse reactions, illness or injury, including death, to a participant in the Study which would not have occurred but for the participation in the Study, or other activities required under the protocol and are not covered by the participant's insurance or similar third party payor program, except for such costs that arise from (i) a failure to adhere to the terms of the Protocol or SPONSOR's written instructions relative to the Study; (ii) a failure to comply with any applicable governmental requirements; or (iii) negligence or willful malfeasance by the PRINCIPAL INVESTIGATOR or Institution

Indemnified Party. This paragraph is not intended to create any third-party contractual benefit for any participants in the Study.

7.4. SPONSOR will maintain during the performance of this Agreement a policy or policies of comprehensive general liability Insurance including broad form and contractual liability and product liability, in a minimum amount of \$5,000,000 combined single limit per occurrence and in the aggregate with respect to personal injury, bodily injury and property damage. SPONSOR will provide institution with a certificate of insurance evidencing such coverage upon signing of this Agreement and upon each subsequent renewal of such coverage during the term of this Agreement. SPONSOR shall provide institution with thirty (30) days advance written notice of cancellation or of material change in the policy or policies of insurance required.

8 PUBLICATIONS AND OTHER RIGHTS

8.1. Dr. Pierre Guertin, CEO of the SPONSOR shall have the rights to publish or publicly present the results of the Study.

8.2. The Institution and PRINCIPAL INVESTIGATOR shall also have the complete freedom to publish the results of Research and any background information provided by Sponsor that they desire to include in any publication of research results or necessary for other scholars to verify such research results. Prior to submission for publication or presentation, the Institution will provide the Sponsor thirty (30) days for review of a manuscript, only for the purpose of determining if the Sponsor desires to file for additional patent protection if required. Expedited reviews for abstracts, poster presentations or other materials will be arranged by the Sponsor and the Institution and PRINCIPAL INVESTIGATOR. If requested in writing and with reasonable justification, the Institution and PRINCIPAL INVESTIGATOR will withhold such publication for up to an additional sixty (60) days to allow for filing of a patent application.

8.3. Dr. Pierre Guertin, CEO of the SPONSOR, and the PRINCIPAL INVESTIGATOR, Dr. Mohan Radhakrishna, will be responsible for writing the publication and will serve as first authors.

8.4. SPONSOR agrees to register the Study on the Clinical Trial Protocol Registry Database at: ClinicalTrials.gov, hosted by: FDA and NIH, independent system to ensure clinical trial transparency and neutrality, which is in compliance with the requirements of the International Committee of Medical Journal Editors.

9 GENERAL

9.1. Neither Party will, without the prior written consent of the other Party, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol or other image of the other Party .

9.2. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations. In the event that any part of this Agreement is determined to violate federal, state or local laws, rules or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event that the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party.

9.3. All matters affecting the interpretation, validity and performance of this Agreement shall be governed by the laws applicable in the Province of Quebec, Canada, without regard or giving effect to its conflict of laws principles. The INSTITUTION and/or PRINCIPAL INVESTIGATOR and SPONSOR agree that the courts having jurisdiction in the judicial district of Quebec City, shall have exclusive jurisdiction to hear any litigation resulting from the interpretation, application or execution of this Agreement. In the event of any conflict between this Agreement and the Protocol, the terms of this Agreement shall prevail.

9.4. Any notice required under this Agreement shall be in writing and shall be sent either by registered mail or by fax or e-mail (with confirmation of transmission) to SPONSOR and the INSTITUTION and/or PRINCIPAL INVESTIGATOR at their respective addresses or as subsequently changed by duly given notice.

François Schubert, D. Phann., MHA, MPH
General Manager & Chief Administrative Officer
The Research Institute of the McGill University
Health Centre

If to the INSTITUTION:

If to the INVESTIGATOR

Dr. Mohan Radhakrishna

If to the SPONSOR:

, _____

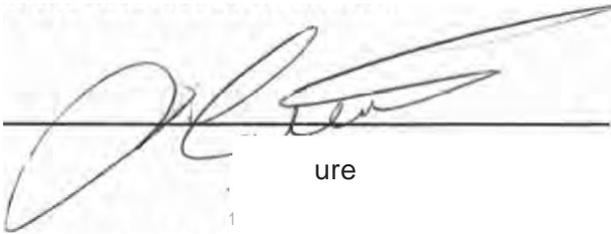
Fax No: _____
E-mail: _____

9.5. The parties undertake to, review, and if acceptable, sign all other necessary or useful documents in order to give full effect to this Agreement.

9.6. The parties hereto have requested that this Agreement be drawn up in English. Les parties aux presentes ont exige que cette entente soit redigee en anglais.

9.7. Except as otherwise specifically provided herein, termination of this Agreement shall not relive any party hereto from any obligation under this Agreement that accrued or arose from facts and circumstances in existence prior thereto. In addition, the provisions of section 5 (Information), section 7 (Indemnity and Warranty), 8 (Publications and other rights), section 9 (General),

IN WITNESS WHEREOF, the INSTITUTION and PRINCIPAL INVESTIGATOR and SPONSOR have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.



Signature

NordicLifeSciencePipelinehc.

By: Pierre Guertin

Title: President and Chief Executive Officer

Date: 8 / 03 / 2013
dd/mfum/yyyy



Signature

The Research Institute of the McGill
University Health Center

By: _____

Franois Schubert, D. Pharm.,
Name: MHA, MPH

General Manager & Chief
Administrative Officer

Title: _____

Date: ZAJ c:::e/
dd/mmmf9yyy

Signature

PRINCIPAL INVESTIGATOR

Name: Mohan Radhakrishna

Title: _____

Date: 12- IIIW 7.PII-
dd/mmm/yyyy

ANNEXE 1

INSTITUTION (MUHC) -2013 BUDGET

MUHC	\$140,722
Upfront payment	
IRB fee	
Salary (\$1000/patient)	
Nurse (40% of a full-time)	
Patient (cost reimbursement)	
Indirect costs (30% all direct costs)*	
* excluding upfront payment and IRB fee as confirmed	

Appendix 3

Agreement between Nordic LSP and Southern Research Institute

Bioanalytical & Pharmacokinetics

Methods (assumed LC-MS/MS methodology) to detect the components of the investigational product Spinalon in human plasma samples will be developed at Southern Research. The components to be analyzed will be Buspirone, Carbidopa, and Levodopa. All work will be GLP.

Method Development in Human Plasma: Two methods, (Method 1: Carbidopa and Levodopa; Method 2: Buspirone), at \$1,500/day/method x 10 days = each.

Method Validation in Human Plasma: Two methods. Method 1: Buspirone, Method 2: Carbidopa and Levodopa

Plasma Sample Analysis: Plasma analysis for three analytes from 51 subjects (six samples/subject); total sample number: 306. Given unknown stability, we anticipate processing the samples every two months estimating 61 samples per batch (10 patients/ two month). We anticipate processing 5 batches. Please note that a minimum batch fee of 50 samples at the per sample rate (\$65/sample) will be applied if < 50 samples are run in a batch. Price for analysis for one analyte: \$65/sample/assay x 50 samples x 5 batches = Analysis for two analytes: \$65/sample/assay x 50 samples x 5 batches Total Price:

Incurred Sample Reanalysis: Reanalysis of 20% of samples; a total of 62 samples. Price for analysis for one analyte: \$65/sample x 62 = \$4,030. Analysis for two analytes: \$65/sample x 62 = \$4,030.

Set-Up Fee: A \$1,500/assay set up fee will be applied. Based upon the clinical protocol, we anticipate 13 assay events. This is assuming 4 patients/month and performing sample analysis once a month. If more assay events are required to complete the analysis, the Client will be notified prior to analysis and invoiced. \$1,500 x 2 assays x 5 batches

Pass Through Costs: A detailed invoice listing internal standards and columns utilized for this project will be provided to the Client quarterly.

Pharmacokinetics Analysis: Including Cmax, AUC, t1/2, etc.

Scientific Consulting: Information will be provided to the Client covering the half-life and expected plasma concentration of buspirone in humans, concentration and stability of stabilizers (metabisulfite and hydrazine), and the sample collection process for inclusion in the protocol.

Preparation and Shipment of Sample Collection Supplies to Clinical Site: Protocol sections related to PK sampling will be reviewed; collection/processing/shipping instructions will be written for the clinical site; forms will be designed and tube labels to be used during PK sample collection will be created; PK sample collection supplies will be purchased; PK sample collection supplies will be assembled into kits; PK kits will be shipped to the site. Each shipment will contain kits for 4 subjects; anticipating 13 shipments to the clinical site. Client will pay all expenses for shipment of samples to Southern Research.

Prices will be reassessed based upon total patient enrollment in the study.

SOUTHERN RESEARCH INSTITUTE STANDARD PROVISIONS

The following clauses are made a part of this proposal and must be incorporated in any resulting contract or order issued to Southern Research Institute ("Southern Research"). It is acceptable to attach this page to the order or contract provided the clauses are specifically incorporated by reference in the order or contract. The terms and conditions contained in Client's business forms, including without limitation, purchase orders and invoices, shall be without legal effect in transactions under this Agreement.

Southern Research will use its professional experience and best professional efforts in performing this work, however:

- 1. Limitation of Liability** - SOUTHERN RESEARCH PROVIDES NO REPRESENTATIONS OR WARRANTIES FOR THE RESEARCH AND TESTING RESULTS PROVIDED BY SOUTHERN RESEARCH TO CLIENT EITHER IN FACT OR BY OPERATION OF LAW, AND SOUTHERN RESEARCH SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT IN RELATION TO THE RESEARCH AND TESTING RESULTS OR PRODUCT(S) PRODUCED THEREFROM. Data or test results provided hereunder do not certify, validate, or represent that any substances, products, or compounds tested are fit for use in humans. Acceptance, reliance on, or use of such results or product(s) shall be at the sole risk of Client. Client hereby agrees to release, waive and forever discharge any demands, claims, suits or actions against Southern Research arising out of or in connection with Client's acceptance, reliance on, or use of such results or product(s).

Southern Research shall not be responsible or liable in contract, tort or other legal theory for any special, indirect, incidental or consequential damages arising from any aspect of its performance of this Agreement such as, but not limited to, damage to or loss of property or equipment, loss of product, profits or revenues, damage to or loss from operation or non-operation of plant, or claims of customers of Client.

It is also understood that in the case of animal studies, Southern Research does not warrant the outcome of individual experiments. In the unlikely event that circumstances beyond Southern Research's control lead Southern Research (on the basis of Southern Research's best scientific judgment and after consultation with Client) to terminate a particular experiment before meaningful or conclusive data can be obtained, such an experiment remains the financial responsibility of Client.

Notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of Southern Research to Client (including Client's parent company, investors, shareholders, affiliates, lenders, subcontractors, officers, directors, consultants, agents or members) with respect to this Agreement, whether such liability arises out of breach of contract, tort, product liability, indemnity, contribution, strict liability or other legal theory, shall not exceed an amount equal to the price set forth in the proposal.

- 2. Indemnity** - Client hereby agrees to indemnify and hold harmless Southern Research and its officers, directors, representatives, agents and employees from and against any and all demands, claims, or actions of any character presented or brought on account of any injuries, losses, or damages sustained by any person or property arising out of Client's testing, manufacture, sale or use of, including any alleged defect in, any results or product(s) produced, evaluated or purchased hereunder. The foregoing indemnity shall include but not be limited to court costs, attorneys' fees, costs of investigation, and costs of defense associated with such demands, claims, suits or actions.

3. **Restricted Use of Client's Compound(s)** – Unless otherwise agreed, Client shall provide to Southern Research, at no cost to Southern Research, such quantities of its material as reasonably necessary for the performance of this Agreement. Southern Research shall use the material only for the purpose of performing this Agreement, and shall not subject the material to any analysis or use inconsistent with the purpose of this Agreement. Client is to provide written directions as to the return or disposition of any remaining material within sixty (60) days of submission of the final report; or the remaining material will be disposed of by Southern Research in an appropriate manner.

4. **Publications and Publicity** - Southern Research shall not publish or otherwise present papers based on the work performed under this Agreement without first obtaining the express written consent of Client.

Client, Client's agents, assigns, or anyone on Client's behalf shall not cause or permit any advertising, publicity, or representations, whether oral or written, to contain any reference to Southern Research, its logo, or insignia unless and until such matter shall have first been submitted to and received the approval in writing of Southern Research. No marketing or promotional effort shall reference research, data, or technical reports in any manner, which would imply or indicate the participation, involvement, or endorsement of Southern Research.

5. **Use of data and reports** – Upon payment of all amounts owed to Southern Research under this Agreement, Client shall own and shall have the right to use all data and information, including the final report, arising out of the studies hereunder without the prior approval of Southern Research, on a perpetual fully-paid up basis, for any purpose, including without limitation its or its affiliate's purposes relating to the research and development of, or regulatory submission for Client's products.

6. **Proprietary and Information** – Proprietary and information shall be governed by the terms and conditions of the disclosure agreement covering the subject matter of this Agreement, if any, or the language set forth in any document to which these Standard Provisions are attached or which is attached to these Standard Provisions, if any.

7. **Reporting** - If Southern Research is required to submit a draft report, one (1) draft report shall be provided to Client. In the event more than thirty (30) days (or as otherwise set forth in the proposal) pass after delivery of the draft report without Client making a request for changes, the draft report will be issued as the final report and delivered to Client. A final invoice will then be submitted to Client for which payment shall be made within thirty (30) days of the invoice date.

8. **Storage** – In the event raw data or material other than Client's compound(s) (collectively "Raw Data/Material") is to be generated, such Raw Data/Material shall be held by Southern Research for a period of one (1) year after completion of a regulated study. During this period, it shall be available for inspection by the Client or by an authorized agent designated by the Client. Southern Research shall not willfully discard or destroy any Raw Data/Material relating to the study during this period of one (1) year. Thereafter, Southern Research shall contact the Client to determine disposition of said Raw Data/Material as follows: (1) return of Raw Data/Material (shipping and insurance charges at the Client's expense); (2) extended storage of Raw Data/Material (to be charged at rates in effect at that time); or (3) disposal of Raw Data/Material to be charged at rates in effect at that time (a formal written request must be received from the Client). For any non-regulated study, any Raw Data/Material generated shall be shipped back to the Client, or destroyed as directed by the Client, at the time of submission of the final report.

If Client no longer has a need to archive its Raw Data/Material or is unable to continue an archival arrangement with Southern Research, then Client agrees to notify Southern Research as soon as practicable regarding disposition of the Raw Data/Material. In the event Southern Research is unable

to contact Client with regard to the disposition of Client's Raw Data/Material or if Client does not respond to Southern Research's inquiry as to how to dispose of the same, then ninety (90) days after Southern Research's good faith effort to contact Client, Southern Research shall have the right to assume ownership of and retain the Raw Data/Material or to dispose of it in an appropriate manner.

9. Ownership of Inventions – Any and all discoveries arising from work under this Agreement made by Southern Research personnel engaged in this work which relate exclusively to Client's composition, including compositions containing Client's materials, processes and methods of using Client's composition, shall promptly be made known to Client and shall become the property of Client upon payment to Southern Research of all amounts or the amounts detailed in the payment schedule under this Agreement. Client shall pay all fees, personnel costs, and travel expenses incurred by Southern Research as required in connection with the preparation and prosecution of patent applications for compositions of matter inventions, in addition to the maximum amount stated for herein.

Any and all discoveries arising from work under this Agreement made by Southern Research personnel engaged in this work which relate to the characterization or evaluation of compositions including test methods or models which are used to characterize or evaluate compositions shall become the property of Southern Research.

10. Survivability - Except as otherwise stated herein, these provisions shall survive the termination of this Agreement.
11. Assignment - Neither party shall assign, subcontract, delegate or otherwise transfer or attempt to transfer all or any of its rights and obligations under this Agreement to any other party, including, without limitation, any affiliated entity, without the prior written consent of the other Party. Any such attempted assignment without consent shall be void.
12. Proposals - Unless otherwise stated in the proposal, all prices quoted therein are good for ninety (90) days.
13. Price Renegotiation - In the event Client does not release Southern Research to perform the scope of work within ninety (90) days of the date of Southern Research's proposal, Southern Research reserves the right to renegotiate the prices originally quoted or to terminate this Agreement for cause. If the performance of this Agreement exceeds one (1) year, all prices set forth herein are subject to renegotiation every twelve months (12) after the effective date.
14. Payment Upon Termination - In the event (1) this Agreement expires, (2) Client terminates this Agreement for convenience, or (3) Southern Research terminates this Agreement for cause, Client agrees to pay Southern Research any monies due and owing Southern Research up to the time of termination or expiration and to pay for services actually performed and all expenses actually incurred, to include non-cancelable commitments. In the case of Client terminating for convenience or Southern Research terminating for cause, Client also agrees that Southern Research may require Client to reimburse Southern Research for other termination costs and for the related protocol development costs, if it has not already done so.

Proposal No.:

Revised 1-14-13

SOUTHERN RESEARCH
Legendary Discoveries. Leading innovation

PRICE QUOTATION

Customer Information		Proposal Information	
Name	<u>Dr. Pierre Guertin</u>	Date	
Company	<u>Address</u>	Proposal#	
Phone		Project Leader	
E-mail		Phone:	
		E-mail:	

Prices Valid for 30 Days

Item#	Description	
1	Method Development of Buspirone, Carbidopa, and Levodopa In Human Plasma	
2	Method Validation of Buspirone, Carbidopa, and Levodopa In Human Plasma	
3	Plasma Sample Analysis of Buspirone, Carbidopa, and Levodopa	
4	Incurred Sample Reanalysis of Buspirone, Carbidopa and Levodopa	
5	Set-Up Fee: \$1,500/assay; estimating 5 assay events for analysis	
6	Pass Through Costs: Including internal standards & columns; Client to be invoiced quarterly	
7	Pharmacokinetics Analysis	
8	Scientific Consulting	
9	and Ship Sample Collection Supplies to Clinical Site	

Work Scope: See attached detailed pricing:
documentation. Reports will utilize the Southern:
:Research Report template. A minimum batch fee of 50:
samples at the per sample rate will be applied If < 50,
samples are run in a batch. Prices will be reassessed:
based upon total patient enrollment in the study.

50% due upon authorization
30% due at completion of method validation
15% due at completion of sample analysis
5% due at submission of draft report

Proposal presented by:
Signature: *P. Guertin* Date: *01/24/2013*
Printed Name and Title: Bernard Guertin, Research Scientist, Southern Research Institute

If you desire to contract this work with Southern Research Institute and are in agreement with the terms of the attached Standard Provisions and the pricing schedule stated above, please have an authorized representative of your company sign below. The signed document, or a copy, should be forwarded as below via fax, e-mail (pdf format) or US mail. A copy of the document and the pre-payment or purchase order incorporating the terms of the quote should be forwarded as below.

Forward signed proposal to:
Southern Research Institute
Attn: Deborah Bailey
P.O. Box 55305
Birmingham, AL 35255-5305

Forward pre-payment and proposal copy to:
Southern Research Institute - Commercial Contracts
Attn: Leslie V. Moore
P.O. Box 10992
Birmingham, AL 35202-0992

Email: Moorel@southernresearch.org

Signature: *b* Date: *01/24/2013*
Printed Name and Title: *Dr. Pierre Guertin, Research Scientist, Southern Research Institute*

The information contained in this communication is intended only for the party to whom it is addressed and may contain information that is privileged, confidential, or exempt from disclosure.

Appendix 4

Approval by the DoD of the amended budget, clinical research protocol, informed consent form, and advertisement

A-16988, Submit final revisions to the Ethics Committee (Proposal Log Number SC100155, Award Number W81XWH-11-1-0817) (UNCLASSIFIED)

From: Frank, Melanie A CTR USARMY MEDCOM USAMRMC (US)

This sender is in your [safe list](#). Sent: May-20-13 7:00:22 PM

To: Mario Vaillancourt; Pierre Guertin

Pierre Guertin Cc: Bennett, Jodi H CIV USARMY MEDCOM
USAMRMC (US)

Shankle, Jennifer E CIV USARMY MEDCOM USAMRAA (US) Brosch, Laura R
CIV USARMY MEDCOM USAMRMC (US) Katopol, Kristen R CTR USARMY
MEDCOM (US) Frank, Melanie A CTR USARMY MEDCOM USAMRMC (US)
Henry, Patricia A CTR USARMY MEDCOM CDMRP (US)

3 attachments

SPINALON_Protocol_Clean_11May2013.pdf (314.4 KB) ,
SPIN01_ICF_english_25Jan2013.pdf (75.7 KB) , RecruitmentFlyerNov12_2012.jpg
(889.0 KB)

Classification: UNCLASSIFIED

Caveats: NONE

Subject: Protocol, "Tritherapy (SPINALON)- Elicited Spinal Locomotor Network Activation: Phase 1-IIa Clinical Trial in Spinal Cord-Injured Patients," Submitted by Mohan Radhakrishna, MD, McGill University Health Center, Montreal, Canada, In Support of Research Proposal, "Tritherapy (SPINALON)- Elicited Spinal Locomotor Network Activation: Phase 1-IIa Clinical Trial in Spinal Cord-Injured Patients," Submitted by Pierre Guertin, PhD, Nordic Life Science Pipeline, Inc., Quebec, Canada, Proposal Number SC100155, Award Number W81XWH-11-1-0817, HRPO Log Number A-16988

Mario,

The revised research protocol, consent form, and recruitment flyer for your project at the McGill University Health Center was received at the U.S. Army Medical Research and Materiel Command (USAMRMC), Office of Research Protections (ORP) Human Research Protection Office (HRPO) as of 11 May 2013. All documents received have been reviewed and found to comply with applicable Federal, DOD, and USAMRMC human subject's protection regulations. To date, all requests for additional information and revisions to the protocol, consent form

Year 2 Annual Report

SC100155

and associated study documents have been satisfied.

There are points of consideration regarding the revised SOW, dated 11 May 2013.

a. The SOW (page 2) states that 51 subjects will be enrolled however the protocol (Section 9) and consent state that 50 subjects will be enrolled. Please revise the SOW or the protocol/consent so that the number of subjects to be enrolled is consistent.

b. The SOW (page 6) states that Dr. Zalewski is the "Medical Monitor" and Mr. Fournier is the Research Monitor/Coordinator for the study. To be consistent with the protocol and the DOD required language, please revise to convey that Dr. Zalewski is the "Research Monitor" and Mr. Fournier is the Study Monitor/Coordinator.

The amended versions (see attachments) of the protocol, consent form, and recruitment flyer should now be re-submitted to your local Ethics Committee (EC) for their review and approval.

Upon approval from your EC please forward all of the amended/approved documents reviewed by the EC to my attention via email (preferred), facsimile, or to the office mailbox at usarmy.detrick.medcom-usarmc.other.hrpo@mail.mil, for final review. Ensure the consent form has an EC approval stamp, and include a copy of the EC approval letter. If your EC does not stamp documents please have them state in the approval letter the version dates/numbers of the approved documents.

You are reminded not to initiate the study until final written approval is received from this office.

Please do not hesitate to contact me with any questions or concerns.

Kindest regards,
Melanie

Melanie A. Frank, BSN, RN

Mailing Address:
Commanding General
U.S. Army Medical Research and Materiel Command
ATTN: MCMR-RPH/Melanie A. Frank, RN
810 Schreider Street

Appendix 5

**Investigator's Meeting held on May 31, 2013
(PP supporting slides)**

Investigator's Meeting

Protocol SPIN-01

- Mot de bienvenue
- Présentation de l'équipe
- Brève description de Spinalon™
- Brève description du design de l'étude Phase I/IIa
- Protocole SPIN-01
- Soumission des effets indésirables
- Médication à l'étude
- Laboratoires central
- Responsabilités des investigateurs
- Conclusion

TEAM

Pierre **Guertin**, *Chercheur Principal (Nordic)*

Mario **Vaillancourt**, *Coordonateur (Nordic)*

Mohan **Radhakrishna**, M.D., *Chercheur Qualifié (McGill, MUHC-MGH)*

Myriam **Kia**, *Research Nurse (McGill, MUHC-MGH)*

François **Prince**, Ph.D., *Collaborateur (UdeM)*

Margaret **Zalewski**, M.D., *Medical Safety Monitor (ICON Clinical Research Inc.)*

Mario **Fournier**, *Clinical Research Associate (Olympia Monitoring Inc.)*

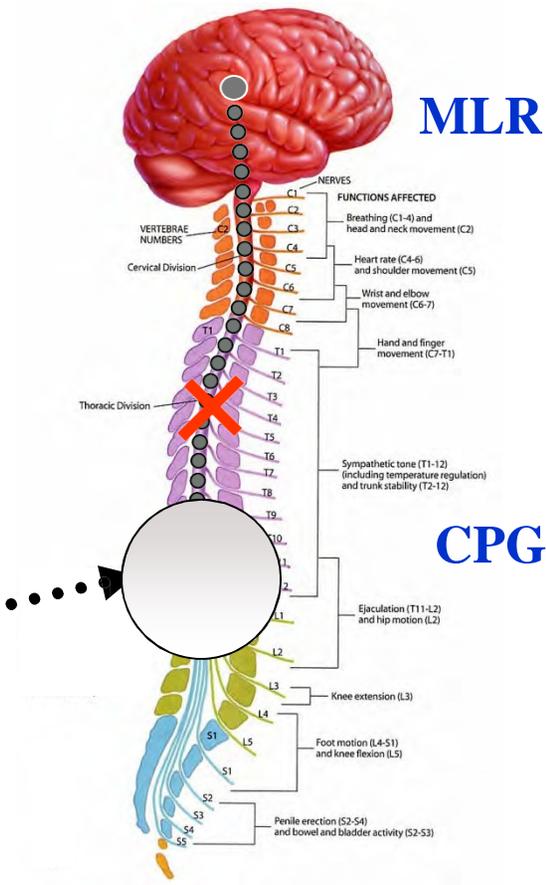
Gilbert **Matte**, *B.Pharm., Ph.D., Pharmacien (Pharmacie MGH)*

SPINALON

Normally, brain centers induce **walking via CPG**

After SCI or MS, CPG and SGE remain quiescent – loss of **Locomotor function**

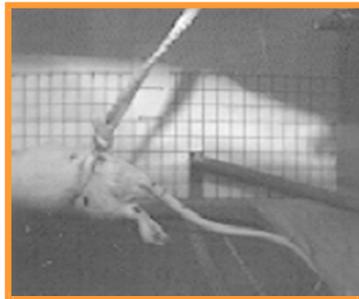
Drug candidate **Spinalon** re-activate **CPG** and thus restore stepping



SPINALON

Complete low-thoracic SCI mouse

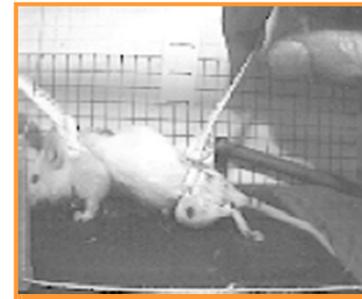
5 min before



15 min after *



1h15 after



DOUBLE-CLICK ON IMAGES FOR VIDEO

* *Effective upon s.c., i.p. or p.o. administration*

SPIN-01

Tri-therapy (SPINALON)-elicited spinal locomotor network activation: Phase I-IIa clinical trials in spinal cord-injured patients.

Protocol Version: May 11, 2013

Study Timeline SPIN-01

First Subject In	August 2013
Last Subject In	July 2014
Clean Data Base	August 2014
Statistical Results	August 2014
Study Report Availbale	August 2014

Study Status

Protocol SPIN-01 – Version May 11, 2013

Health Canada – Therapeutic Products Directorates

- No Objection Letter received on November 23, 2011

US Department of Defense final approval

- May 2013

Human Research Protection Office (HRPO) final approval

- May 2013

McGill UHC – Biomedical D Research Ethics Board

- Initial protocol and ICF approved on April 11, 2012
- Amended protocol (May 11, 2013) and ICF (Jan 25, 2013) to be submitted

Spinalon

*Apo-Buspirone® and Sinemet®
(generic names: buspirone and levodopa/carbidopa)*

Primary Objective:

- Assess safety, tolerability and maximum tolerated dose of oral Spinalon in spinal cord injured subjects.

Secondary Objective:

- Obtain preliminary evidence of efficacy (CPG activation)

Overall Study Design and Plan

This is a Phase I-IIa, placebo-controlled, double-blind and randomized study to evaluate the effect of a single dose administration (oral tablets) of Spinalon in spinal cord injured subjects, increased up to the maximum tolerated dose (MTD).

A maximum of 50 subjects will be randomized* as follows:

(For each groups 1 to 7, one subject will receive a placebo)

Group 1: 3 subjects with 10 mg buspirone + 100/25 Sinemet

Group 2: 3 subjects with 15 mg buspirone + 150/37 Sinemet

Group 3: 3 subjects with 25 mg buspirone + 250/62 Sinemet

Group 4: 3 subjects with 35 mg buspirone + 350/87 Sinemet

Group 5: 3 subjects with 50 mg buspirone + 500/125 Sinemet

Group 6: 3 subjects with 75 mg buspirone + 750/187 Sinemet

Group 7: 10 subjects at MTD of Spinalon (based on results from Groups 1-6)

Group 8: 8 subjects with Sinemet and 8 subjects with Apo-Buspirone at MTD (see Group 7)

*Computer-assisted randomization (Excel 2003) will be conducted by the MGH-Pharmacy

Subject Inclusion Criteria

1. Clinical diagnosis of complete or motor-complete SCI (ASIA-A, ASIA-B)
2. Chronically injured (at least 3 months post-injury)
3. Paraplegic (within T1-T12) or tetraplegic (within C3-C8)
4. In relatively good health condition (no significant bed sore, urinary tract infection)
5. 18-65 years of age
6. Men and women

Subject Exclusion Criteria

1. With unclear diagnosis
2. Displayed a form of involuntary rhythmic leg muscle activity (restless leg syndrome, spontaneous activity in supine position, etc.) in the last 3 months prior to this study.
3. Acute or subacute stage (within 1 day and 3 months post-injury)
4. Non-traumatic (e.g., multiple sclerosis, syringomyelia, spinal tumor, etc.)

Subject Exclusion Criteria

5. Are given monoamine oxidase (MAO) inhibitors (two weeks prior and after Spinalon administration)
6. Had seizures
7. Had tumor(s) (malignant or non-malignant) or in situ carcinoma in the last five (5) years
8. Allergic or hypersensitive to buspirone, levodopa or carbidopa
9. Can not take sympathomimetic amines (e.g., epinephrine, pseudoephedrine)

Subject Exclusion Criteria

10. Currently suffering of uncontrolled heart problems, blood related diseases, endocrine disease, liver disease, lung disease, or kidney disease
11. Receiving antihypertensive drugs
12. Receiving tricyclic antidepressant
13. Receiving dopamine D2 receptor antagonists (e.g., phenothiazines, butyrophenones, risperidone)
14. Receiving phenytoin and papaverine
15. With glaucoma

Subject Exclusion Criteria

16. With psychiatric or mental disorder(s)
17. Had gastrointestinal ulcer(s) in the last five (5) years
18. Pregnant or lactating woman (all women between 18 and 50 year-old not yet confirmed as pregnant, will be tested (urine test – TestPak Plus, Abbott Laboratories) on medical exam-day due to the teratogenic potential of levodopa/carbidopa.
19. Children (younger than 18 year-old) or elderly (older than 65 year-old)

Study Flow Chart

Test as and procedures	Pre-screening (phone)	Screening Day	Test Day (2 weeks after screening)	7-Day Follow-up Phone call
Informed Consent		X		
Medical History		X		
Check Inclusion Criteria	X	X		
Check Exclusion Criteria	X	X		
Physical Examination		X		
Pregnancy Test			X	
Vital Signs			X	
Height and Body Weight			X	
Dispense Study Medication			X	
Blood chemistry			X	
Pharmacokinetics			X	
Electromyographic recording			X	
Tolerability - AE			X	X

PRIMARY ENDPOINTS

Co-primary endpoints

- No more than 20% of subjects experiencing nausea with > grade 2 severity.
- Dose schedule without \geq grade 3 hypotension.
- No potentiation of side-effects normally found for each molecule administered separately (Buspirone and Sinemet)

SECONDARY ENDPOINTS

Secondary endpoints

- A change from baseline in muscular activity as recorded by electromyographic measurement.

ADVERSE EVENT

Adverse Event

Any untoward medical occurrence in a subject administered a pharmaceutical product and which does not necessarily have a causal relationship with this treatment.

Adverse Event Reporting Requirements

- Adverse events (AE) will be collected from the treatment day until 7 days after drug administration (follow-up phone call)
- All non-serious AEs must be documented on the appropriate Case Report Form (CRF).

SERIOUS ADVERSE EVENT

Serious Adverse Event

Any untoward medical occurrence that:

- Results in death
- Is immediately life-threatening
- Requires inpatient hospitalization
- Results in persistent or significant disability-incapacity
- Is an important medical event that the Investigator considers serious

SERIOUS ADVERSE EVENT

Serious Adverse Event Reporting Requirements

All serious AEs must be reported to ICON by fax within 24 hours (1 working day) of event awareness using the provided SAE Report Form.

STUDY DRUG

DB Cap size: AAA (I.D. 16 .3mm x 11.4 mm)

- Placebo (fécule de mais)
- Encapsulé (opaque DB caps)
- Sur-encapsulation (même type de caps)
- Séparée de Sinemet et Apo-Buspirone
- Embouteillées et numérotées (par groupe et contenu)
- Liste des numéros gardée par Pharmacie jusqu'à la fin
- 4 capsules DB cap size AAA par patient
 - 2 caps pour apo-buspirone (max 7.5 tablettes)
 - 2 caps pour sinemet (max 7.5 tablettes)



10 x 5 x 2 mm
(l x d x épais)



10 x 5 x 2 mm
(l x d x épais)



CENTRAL LABORATORY

Southern Research (Birmingham, Alabama, USA)

- GLP Plasma sample analysis of Buspirone, Carbidopa, and Levodopa.
- GLP Pharmacokinetics analysis (C_{max}, AUC, t_{1/2}, etc.)
- Sampling kits provided
- Sample processing instructions provided
- Sample shipping instructions provided

RESPONSIBILITIES (1/2)

	Radhakrishna	Prince	Matte
IRB submission	X		
Advertising	X		
Phone screening	X		
ICF mailing	X		
Screening visit	X		
- explain protocol	X		
- explain ICF	X		

RESPONSIBILITIES (2/2)

	Radhakrishna	Prince	Matte
Testing visit			
- Medication	X		X
- Blood draw	X		
- ECG		X	
- Video recording		X	
- Vital signs	X		
- Questionnaire	X		
- Blood shipping	X		
Follow-Up Phone call	X		

DATA ENTRY

Instructions on how to fill the required study forms will be given by the Clinical Research Associate during the Site Initiation Visit.

QUESTIONS

Appendix 6

Confirmation of the extent to the period of performance

RE: SC100155: status of clinical trial (UNCLASSIFIED)

From: Mario Vaillancourt

Sent: June-04-13 12:08:11 AM

To: Shankle, Jennifer E CIV USARMY MEDCOM USAMRAA (US)

Cc: Pierre Guertin Pierre Guertin

1 attachment

NORDIC_CorpFedLiabilityConvictionsRep_03Jun2013.pdf (1797.9 KB)

Dear Jennifer,

Please consider my request to extend the current period of performance by 5 months (to 31 August 2014), which is the timeline that I have identified in the revised SOW submitted 11 May.

Attached to this email, you will find the completed and signed "Corporation Federal Liability Convictions Representation".

Sincerely,

Mario

Mario Vaillancourt, BSc, MBA

Vice-President Business Development & Co-Founder

Nordic Life Science Pipeline Inc.

Quebec City, QC

CANADA

This representation must be included for all awards to corporations being made with FY12 DQP funds as well as future fiscal year funding (FY13, etc).

Representations Regarding Tax Liabilities and Federal Criminal Convictions

(1) The applicant organization represents that it is _____ is not a corporation ("Corporation" means any entity, including any institution of higher education, other nonprofit organization, or for-profit entity that has filed articles of incorporation) that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The applicant organization represents that it is _____ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

NOTE: If an applicant organization responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the agency suspension and debarment official has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant organization therefore should provide information about the organization's tax liability and/or conviction to the agency's Grants Officer, upon request, to facilitate completion of the required consideration before award decisions are made.

Applicant Organization:

Organization's Address (including Zip Code):

Organizational DUNS Number:

Taxpayer Identification Number:

Commercial and Government Entity Code:

Authorizing Official's Signature:

&L..L

-1-

Type/Printed Name:

Appendix 7

**Approval letter of amended protocol, ICF, and advertisement by the Institutional
(MUHC) Ethics Review Board (ERB)**



Dr. Mohan Radhakrishna

RE: 11-195 BMD entitled "Tri-therapy (SPINALON)-elicited Spinal Locomotor Network Activation:Phase I-IIa Clinical Trial in Spinal Cord-injured Patients (Protocol number SPIN-01)."

Dear Dr. Radhakrishna:

We are writing in response to your request for REB approval of a revision to the above-mentioned study. At the MUHC, sponsored research activities that require US federal assurance are conducted under Federal Wide Assurance (FWA) 00000840.

We are pleased to provide you with approval, via review by the Chairman, on June 11, 2013, for the following documents:

- Revised Research Protocol, Edition Number 09 dated 11 May 2013
- Revised English and French Consent Form dated 25 January 2013
- Advertisement (English and French)

The Research Ethics Boards (REBs) of the McGill University Health Centre are registered REBs working under the published guidelines of the Tri-Council Policy Statement, in compliance with the "Plan d'action ministeriel en ethique de la recherche et en integrite scientifique" (MSSS, 1998) and the Food and Drugs Act (7 June, 2001), acting in conformity with standards set forth in the (US) Code of Federal Regulations governing human subjects research, and functioning in a manner consistent with internationally accepted principles of good clinical practice.

We wish to advise you that this document completely satisfies the requirement for Research Ethics Board Attestation as stipulated by Health Canada.

Should any revision to the study, or other unanticipated development occur prior to the next required review, you must advise the REB without delay. Regulation does not permit initiation of a proposed study modification prior to REB approval for the amendment.

Sincerely,

Michael Thirlwell, M.D.
Chairman
Biomedical Research Ethics Board
MUHC-Montreal General Hospital

Cc: Ms. Stephanie Lamarche

Appendix 8

Final approval by the HRPO

A-16988, HRPO Approval Memorandum (Proposal Log Number SC100155, Award Number W81XWH-11-1-0817) (UNCLASSIFIED)

From: Brosch, Laura R CIV USARMY MEDCOM USAMRMC (US)

Sent: July-09-13 7:23:10 PM

To: 'Mario Vaillancourt

Cc: Bennett, Jodi H CIV USARMY MEDCOM USAMRMC (US)
Brosch, Laura R CIV USARMY MEDCOM USAMRMC (US) Katopol, Kristen R
CTR USARMY MEDCOM (US) Frank, Melanie A CTR USARMY MEDCOM
USAMRMC (US) ; Shankle, Jennifer E CIV USARMY MEDCOM USAMRAA
(US) ; Henry, Patricia A CTR USARMY MEDCOM CDMRP (US)
; Drake, Carrie E CTR USARMY MEDCOM (US) Pierre Guertin ; Pierre Guertin

Classification: UNCLASSIFIED

Caveats: NONE

SUBJECT: Initial Approval for the Protocol, "Tri-Therapy (SPINALON) - Elicited Spinal Locomotor Network Activation: Phase 1-IIa Clinical Trial in Spinal Cord-Injured Patients," Submitted by Mohan Radhakrishna, MD, McGill University Health Center, Montreal, Canada, in Support of the Research Proposal, "Tri-Therapy (SPINALON) - Elicited Spinal Locomotor Network Activation: Phase 1-IIa Clinical Trial in Spinal Cord-Injured Patients," Submitted by Pierre Guertin, PhD, Nordic Life Science Pipeline, Inc., Quebec, Canada, Proposal Log Number SC100155, Award Number W81XWH-11-1-0817, HRPO Log Number A-16988

1. The subject protocol (version 9/dated 11 May 2013) was approved by the McGill University Health Center (MUHC) Research Ethics Board (REB) on 11 June 2013. This protocol was reviewed by the US Army Medical Research and Materiel Command (USAMRMC), Office of Research Protections (ORP), Human Research Protection Office (HRPO) and found to comply with applicable DOD, US Army, and USAMRMC human subjects protection requirements.
2. This greater than minimal risk study is approved for the enrollment of 50 subjects, ages 18-65.

3. The Principal Investigator has a duty and responsibility to foster open and honest communication with research subjects. The USAMRMC strongly encourages the Principal Investigator to provide subjects with a copy of the research protocol, if requested, with proprietary and personal information redacted as needed.

4. Please note that a Research Monitor (RM) is required to be involved in DOD-supported research studies that are determined to pose more than minimal risk to subjects (DOD Instruction 3216.02, Nov 2011). If the duties of the RM could require disclosure of subjects' Protected Health Information outside a covered entity (i.e., the RM is not an agent of the covered entity), your institution may require the identity and location of the RM to be described in the study Health Information Portability and Accountability Act authorization.

5. Please note the following reporting obligations. Failure to comply could result in suspension of funding.

a. Substantive modifications to the research protocol and any modifications that could potentially increase risk to subjects must be submitted to the HRPO for approval prior to implementation. The USAMRMC ORP HRPO defines a substantive modification as a change in Principal Investigator, change or addition of an institution, elimination or alteration of the consent process, change to the study population that has regulatory implications (e.g. adding children, adding active duty population, etc.), significant change in study design (i.e. would prompt additional scientific review), or a change that could potentially increase risks to subjects.

b. All unanticipated problems involving risk to subjects or others must be promptly reported by phone (301-619-2165), by email (usarmy.detrick.medcom-usamrmc.other.hrpo@mail.mil), or by facsimile (301-619-7803) to the HRPO. A complete written report will follow the initial notification. In addition to the methods above, the complete report can be sent to the US Army Medical Research and Materiel Command, ATTN: MCMR-RP, 810 Schreider Street, Fort Detrick, Maryland 21702-5000.

c. Suspensions, clinical holds (voluntary or involuntary), or terminations of this research by the REB, the institution, the sponsor, or regulatory agencies will be promptly reported to the USAMRMC ORP HRPO.

d. Events or protocol reports received by the HRPO that do not meet reporting requirements identified within this memorandum will be included in the HRPO study file but will not be acknowledged.

e. A copy of the continuing review report and the re-approval notification by the MUHC REB must be submitted to the HRPO as soon as possible after receipt of approval. According to our records, it appears the current approval by the MUHC REB expires on 10 June 2014. Please note that the HRPO conducts random audits at the time of continuing review and additional information and documentation may be requested at that time. At the time of continuing review, a summary of amendments must be submitted for inclusion into the study file.

f. The final study report submitted to the MUHC REB, including a copy of any acknowledgement documentation and any supporting documents, must be submitted to the HRPO as soon as all documents become available.

g. The knowledge of any pending compliance inspection/visit by the Food and Drug Administration (FDA), Office for Human Research Protections, or other government agency concerning this research; the issuance of inspection reports, FDA Form 483, warning letters, or actions taken by any regulatory agencies including legal or medical actions; and any instances of serious or continuing noncompliance with the regulations or requirements must be reported immediately to the HRPO.

6. Please note: The USAMRMC ORP HRPO conducts site visits as part of its responsibility for compliance oversight. Accurate and complete study records must be maintained and made available to representatives of the USAMRMC as a part of their responsibility to protect human subjects in research. Research records must be stored in a manner so as to protect the of subject information.

7. Do not construe this correspondence as approval for any contract funding. Only the Contracting Officer/Grants Officer can authorize expenditure of funds. It is recommended that you contact the appropriate contract specialist or contracting officer regarding the expenditure of funds for your project.

8. The HRPO point of contact for this study is Melanie Frank, BSN, RN, Human Subjects Protection Scientist

LAURA R. BROSCH, RN, PhD
Director, Office of Research Protections
Director, Human Research Protection Office
US Army Medical Research and Materiel Command

Note: The official copy of this memo is housed with the protocol file at the Office of Research Protections, Human Research Protection Office, 810 Schreider Street, Fort Detrick, MD 21702-5000. Signed copies will be provided upon request.

Classification: UNCLASSIFIED
Caveats: NONE

Appendix 9

Commercial insurance binder between Nordic LSP and Creechurch International Underwriters Ltd



Commercial Insurance Binder

Prepared especially for
Nordic Life Science Pipeline Inc.
through the facilities of
Deslauriers & Associates inc.

Commercial Insurance Binder



Binder No.

Declarations

Effective 8/15/2013

Creechurch International Underwriters Ltd. (hereinafter called the Insurer or the Company), in consideration of the premium specified, agrees to indemnify the Insured in accordance with this Binder of Insurance.

Insured

Postal Address of Insured

Main:

Email:

Locations and Loss Payees

Insurance Broker

Sub-Broker

Period of Coverage (12:01 a.m. standard time at the Postal Address of the Insured)
From 15 August, 2013 to 15 August, 2014

Form of Business
Corporation

Description of Business Operations
Clinical Trials

Summary of Insurance Coverage and Annual Premium

Type of Coverage	Annual Premium	Minimum Retained Coverage Premium
Liability		Nil
Total Annual Premium		

Premium Payable (excl. appl. taxes) for this transaction

This Binder is intended for use as evidence that the insurance coverage described herein is in force. It is subject to the standard terms and conditions of the policy issued by the insurer for this type of insurance, the conditions, limitations and exclusions of which shall prevail at all times. It will terminate on its expiry date or when replaced by the actual policy, whichever occurs first.

In witness whereof, the Insurer has executed and attested these presents, but this Binder shall not be valid unless countersigned by a duly Authorized Representative of the Insurer.

Countersigned 
Authorized Representative

18 July, 2013

Maryse Leblond

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

Commercial Insurance Binder
 Coverages (Client Copy)



Underwriting Details

Effective 8/15/2013

Type of Coverage	Deductible	Co-Insurance	Limit/Amount
Commercial General Liability (Occurrence Form)			
Products-completed operations included			
Aggregate limit			
Applies to products-completed operations only			
Each occurrence limit			
Personal injury limit			
Tenants' legal liability limit - Any one premises			
Medical expense limit - Any one person			
Property Damage Deductible			
Per occurrence			
Full world-wide coverage			
Contingent Employers Liability			
Cross Liability			
Quebec Non-Owned auto			
Q.E.F. 94			
Q.E.F.99			
Blanket Contractual			
Employee Benefits Liability			
30 Days Cancellation Clause			
CLINICAL TRIAL COVERAGE			
Aggregate Limit			
Each Wrongful Act Limit			
Retroactive Date: August 15, 2013			
Full World-wide coverage			
Sub-Limit for extortion, restoration of research expenses, pollution, bio or radioactive contamination			
Cancellation Clause 30 days			
Bilateral Extended Reporting Period Endorsement for a period of 12 or 24 months			
Research & Development Extension for Clinical Trial A Phase 1			
11 A Tri-Therapy Spinalon			
Elicited Spinal Locomotr Network			
Activation in spinal cor injured patients			
50 Projected Participants			

Commercial Insurance Binder

Coverages (Client Copy)



Binder No. NC13405L

Underwriting Details

Effective 8/15/2013

Annual Premium:

Appendix 10

SAE monitoring contract between Nordic LSP and ICON Clinical Research

Services Agreement

(“Agreement”)

AGREEMENT made on the 5th of July 2013 (“Effective Date”)

BETWEEN **ICON CLINICAL RESEARCH, L.P.**, registered under the laws of Delaware, whose principle place of business is located at 212 Church Road, North Wales, PA 19454, (hereinafter “ICON”).

AND Nordic Life Science Pipeline Inc., a Canadian corporation, having its head office at 1135 Carougeois Street, Quebec City, QC, Canada, G1Y 2T4, Business Number 822205621RC0001 (hereinafter called the “Client”)

(each a “Party”, collectively “Parties”).

RECITALS:

- A. WHEREAS, ICON is a contract research organization engaged in the business of providing services to the pharmaceutical and biotechnology industries worldwide in the areas of management of clinical trials (phases I to IV inclusive), data management, statistical analysis, data imaging, staffing and reporting of clinical studies, laboratory, regulatory or late phase and other ancillary services, and;
- B. WHEREAS, Client is engaged in the development of SPINALON, and;

WHEREAS ICON has agreed to provide services with respect to Client’s trial, Tri-Therapy (SPINALON) Elicited Spinal Locomotor Network Activation: Phase I-IIa Trial in Spinal Cord-Injured Patients (the “Study”).

- C. WHEREAS Client may wish to retain ICON to provide, and ICON wishes to provide, the services more particularly described in Exhibit A, and incorporated as part of this Agreement (the “Services”), to Client in connection with the Study, subject to the terms and conditions of this Agreement and for the purposes set out herein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES & OBLIGATIONS OF THE PARTIES:

- 1.1. Engagement - Subject to the terms and conditions set out in this Agreement, Client hereby retains the Services of ICON, and ICON hereby agrees to provide the Services.
- 1.2. Provision of Services - ICON hereby agrees that it will perform all Services in good faith and in accordance with: (i) all applicable federal, state and local laws, rules, decrees, regulations, and published industry accepted guidelines, including ICH guidelines, relating to clinical investigations and the use of Study drugs in humans; (ii) this Agreement; and (iii) applicable ICON standard operating procedures. If Client requires the use of (or some of) its standard operating procedures (the "Client SOPs"), Client guarantees to bear any directly or indirectly arising associated cost and expenses, including additional work where ICON's gap analysis of Client's SOPs reveals non-compliance with regulatory standards.
- 1.3. Work environment - Client represents and warrants that it will ensure good working conditions and compliance with all duties to ensure a healthy and safe working environment for any ICON or its Affiliates' staff working or visiting its premises or other sites.
- 1.4. Transfer of Obligations. [*Where applicable*] Client hereby transfers to ICON and ICON hereby assumes solely those obligations of Client (who is the sponsor) of the Study as explicitly and specifically set forth in the Exhibit A attached. Client shall retain the right to assume any of the duties delegated to ICON at any time and the Services and Exhibit A shall be adjusted accordingly. On the effective date of termination of this Agreement Client shall immediately and automatically assume (without the need for any further agreement/s) any and all legal and regulatory obligations of the Study including all those transferred to and the responsibility of ICON as set forth in Exhibit A attached.
- 1.5. Additional Terms If and to the extent contracted to do so under this Agreement to perform any of the following Services by ICON or an Affiliate of ICON, the following shall apply:
 - 1.5.1. Safety Reporting. ICON shall notify Client in writing when it receives information regarding the safety of the Study drug, including as it pertains to serious adverse events ("SAEs"). Such SAE notifications shall be within one business day. ICON shall summarize all SAEs in monthly status reports in accordance with this Agreement. ICON shall provide Client with all documentation and data concerning SAEs, such as are required for Client evaluation. Unless specifically contracted under this Agreement ICON will not have an ICON medic available on a daily basis.

2. RELATIONSHIP BETWEEN THE PARTIES:

- 2.1. Independent Contractor - In undertaking to perform any of the Services, ICON is doing so as an independent contractor, and nothing in this Agreement shall be construed as creating any relationship of partnership, joint venture or agency as and between the Parties hereto. No relationship of employer or employee shall arise or be created under this Agreement as and between Client and ICON and/or any personnel employed by ICON to perform the Services ("ICON Personnel"). Neither Party shall have any authority by virtue of this Agreement to contract or otherwise act on behalf of the other. Neither Party shall represent itself as an agent of the other unless expressly authorized to do so in writing.
- 2.2. Affiliates - Client agrees that ICON may use the services of its Affiliates to fulfill ICON's obligations under this Agreement. Any such Affiliate(s) shall be subject to all of the terms and conditions applicable to ICON under this Agreement. For the purposes of this Agreement "Affiliate" shall mean any entity, which controls, is controlled by, or is under common control with that Party. In this context "control" shall mean (i) ownership by one entity, directly or indirectly, of at least fifty percent (50%) of the voting stock of another entity; (ii) power of one entity to direct the management or policies of another entity by contract or otherwise; or (iii) both entities to be directly or indirectly owned by the same party; or (iv) any other relationship between a party and an entity which both Client and ICON have agreed in writing may be considered an "Affiliate" of a Party.
- 2.3. Staff Solicitation - During the term of this Agreement and for one year thereafter Client agrees not to solicit directly or indirectly, any employee of ICON for employment with Client whether as an employee, independent contractor or otherwise. This provision shall not apply to hiring ICON's employees who, apply for a position with Client in response to a public advertisement by Client and are hired by Client.
- 2.2. Disclosure of Information - In performing the Services, Parties or its Affiliates may disclose proprietary, trade secret and/or other Information (as defined below) ("Disclosing Party") to the other Party, its agents, officers and/or Affiliates ("Receiving Party"). All such Information shall remain the property of the Disclosing Party disclosing it and nothing in this Agreement shall be construed as granting to the Receiving Party any license and/or other rights with respect to the Information of the Disclosing Party or any part thereof, except as provided for in this Agreement. The Receiving Party agrees that any such Information disclosed to it shall only be used in connection with the legitimate purposes of this Agreement. The Receiving Party shall be entitled to disclose Information only to those agents, officers, Affiliates, contractors and third parties (excluding any competitors of the Disclosing Party) who have a need to know it and are obligated to keep same in confidence, and safeguard with all reasonable care.

- 2.3. **Definition of Information** - For the purposes of this Agreement, “Information” shall mean any and all information, in whatever form, which the Parties obtained from each other (or Affiliates) including information pertaining to all inventions, trade secrets, ideas, processes, programs information technology systems and all tangible and intangible information relating to formulations, products, processes, standard operating procedures, know-how, designs, formulas, methods, developmental or experimental work, clinical data, improvements, discoveries, pending or potential patent claims and any information derived therefrom, plans for research, new products, marketing and selling plans, business plans, internal reports (including audit reports), budgets and unpublished financial statements, licenses, pricing and costing information, identities of and information relating to suppliers and clients and information regarding the skills and compensation of employees or other consultants of Client or ICON.
- 2.4. **Non-Disclosure-Period** -The obligations and rights of as set out herein shall apply during the period of this Agreement and for a period of five (5) years thereafter.
- 2.5. **Binding Other Parties** - The Receiving Party shall be responsible for ensuring that any servants or agents, or any other persons who receive Information through it, are bound under the terms not less strict than set out in this Agreement.
- 2.6. **Exclusions** - The obligations of the Receiving Party in Clauses 3.1 to 3.4 shall not extend to any information which:
- 2.6.1. is or becomes generally available to the public otherwise than by reason of a breach by the Receiving Party of Clauses 3.1 to 3.4 above; or
- 2.6.2. is known to the Receiving Party and is at its free disposal prior to its receipt from the Disclosing Party as established by written evidence; or
- 2.6.3. is subsequently disclosed to the Receiving Party by a third party, to which the Receiving Party had no reason to believe the third party was under a duty of confidence to the Disclosing Party.
- 2.7. **Disclosure by Law** - Information may also be disclosed by the Receiving Party to the extent required by law statutory, regulatory or similar legislative requirements, court orders and similar, provided that the Receiving Party making the disclosure of the Disclosing Party’s Information shall give maximum practical advance notice of same to the Disclosing Party.

3. INTELLECTUAL PROPERTY AND INVENTIONS

- 3.1. **Client Intellectual Property** - All materials, documents (including the Study protocol), and information of every kind and description supplied by Client to ICON (with the exception of

that in the public domain), and all concepts, Inventions, know-how, analytical frameworks and other intellectual property developed by Client or its representatives or contributors, or generated by ICON for Client pursuant to the Services, excluding ICON Intellectual Property, shall be the sole and exclusive property of Client (“Client Intellectual Property”). Unless otherwise required by law or by the terms of this Agreement all such Client Intellectual Property which ICON shall have in its possession shall be returned to Client upon termination of this Agreement.

3.2. ICON Intellectual Property

3.2.1. Any intellectual property, reports (internal or otherwise), tests, methods, know-how, ICON materials, questionnaires, inventions, business plans, business operations, databases, designs, software, processes, macro library source code, standard operating procedures and software, information technology and management tools: (i) owned by ICON, its Affiliates and/or (sub-)contractors prior to the execution of this Agreement; (ii) subsequently developed by ICON, its Affiliates and/or (sub-)contractors outside of this Agreement for itself or a third party; or (iii) subsequently developed by ICON, its Affiliates and/or (sub-)contractors in connection with the Services to the extent that such intellectual property has applicability to ICON’s general business or services that ICON, its Affiliates and/or (sub-)contractors provide and (a) is not derived from Client Information or (b) does not contain data collected by Client or ICON in the performance of the Services (collectively “ICON Intellectual Property”). ICON Intellectual Property shall remain the property of ICON and shall not become the property of Client unless expressly agreed to by the Parties.

3.2.2. In so far as it is within ICON’s direct power to do so ICON hereby grants to Client (without a right to sublicense) a royalty-free and perpetual license to use that portion of the ICON Intellectual Property necessary to develop and deliver the Services to Client.

4. TERM & TERMINATION

4.1. Term of this Agreement - This Agreement shall commence on the Effective Date hereof and shall continue until the Services have completed, unless and until terminated early or extended in accordance with this Agreement.

4.2. Early Termination – This Agreement is subject to earlier termination:

4.2.1. by mutual written consent of both Parties hereto;

4.2.2. by either Party on thirty days written notice if the other Party or its Affiliate commits any material breach of any of the provisions of this Agreement, and, in the case of a material breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the material breach and confirming the intention to terminate if not remedied;

4.2.3. if either Party becomes bankrupt or insolvent or is unable to pay its debts as they fall due or if all or a substantial part of its business or assets shall be placed in the hands of a receiver, administrator, administrative receiver, trustee in bankruptcy or similar or analogous officer or an insolvency practitioner, whether by its voluntary act or otherwise, then this

Agreement and the rights granted herein shall immediately be subject to termination at the option of the other Party;

4.2.4. upon sixty (60) days prior written notice to the other Party; provided, however, that if the Study is terminated for reasons of subject safety, the 60-day notice requirement shall not apply to the Study termination and Study termination shall be effective immediately upon notification by telephone, which shall then be followed by written confirmation.

4.2.5. In the event that ICON determines, in its sole discretion, that its continued performance of the Services would constitute a potential or actual violation of regulatory or scientific standards of integrity, ICON may terminate this Agreement, by giving written notice stating the effective date (which may be with immediate effect) of such termination.

4.3. Return of Materials on Termination - Upon termination or expiration of this Agreement, ICON shall, at Client's cost, deliver to Client all documents, data, records and Client Intellectual Property and materials in whatever form (including any reproductions of same) of any nature pertaining to ICON's provision of the Services and/or pertaining to any Client Information (excluding ICON Intellectual Property) ("Materials"). Notwithstanding the foregoing, ICON may retain, solely for the purpose of determining the scope of its obligations under this Agreement, one (1) copy of the Materials. If requested by Client ICON shall at Client's cost and upon an acceptable archiving contract being signed by the Parties archive Client specified Materials.

4.4. Transition Upon Termination - Upon notification of termination, the Parties agree to cooperate with each other to ensure an orderly wind-down of the Services and discharge of their respective obligations under this Agreement. On the effective date of termination of this Agreement Client shall immediately and automatically assume (without the need for any further agreement/s) any and all legal and regulatory obligations of the Study including all those previously transferred to and the responsibility of ICON. Additionally, ICON shall be compensated for all fees and costs incurred in respect of the transition.

5. PAYMENT

5.1. Budget/Schedule of Fees - A Value-Added-Tax-exclusive budget and a schedule of fees and payments for the provision of the Services, as agreed between the Parties, is attached at Exhibit B (Value-Added-Tax hereinafter together with any equivalent applicable tax "VAT"). Client shall pay ICON its direct fees in respect of the Services provided in accordance with the terms and conditions of this Agreement (the "Fees") together with costs payable by Client which are incurred on behalf of Client by ICON (for example, without limitation, investigator payments, sub-contractors or shipping (including packaging, dry ice, taxes levies, surcharges of any type), non-client provided drug supplies and volunteer remuneration charges together with any other disbursements or out of pocket expenses incurred by ICON where it has received the prior approval of Client (collectively "Pass Through Costs")).

- 5.1.1. Where invoicing of Fees is based on units achieved the Parties agree that at the completion of the Services ICON shall receive an end of Study payment which equates to the total of units costed as part of the budget but not invoiced.
- 5.2. Currency Fluctuation for Services- All payments shall be made in US dollars (the "Contract Currency"). If the Fees have been costed in another currency; conversion to the Contract Currency will be made at the rate set out in this Agreement ("Fixed Rate"). The Parties agree that if the actual exchange rate deviates by more than 3% from the Fixed Rate in any given quarter (compared to the average daily exchange rate for that quarter as per www.bloomberg.com ("Bloomberg Rate")) ICON shall at the end of that quarter reconcile the amount of the invoices billed to Client in that quarter ("Actual Invoiced") against the same invoices as converted using the Bloomberg Rate ("Invoices Converted"). In such an event ICON shall either pay or invoice (as applicable) Client for an amount equal to the difference between the Actual Invoices and the Invoices Converted.
- 5.3. Currency Fluctuation for Pass Throughs - In reimbursing ICON for Pass Through Costs (including investigator grants) in any currency other than the Contract Currency, conversion to the Contract Currency will be made using the applicable currency exchange rate as published at www.bloomberg.com as of ICON's last accounting day of the previous month.
- 5.4. Payment Terms - Any invoices submitted by ICON to Client shall include detail mutually agreed to by the Parties. All invoices shall include VAT (if and when applicable). Taxes for the account of ICON (including any penalties thereon), with the exception of VAT, imposed on any payment made by Client to ICON shall be the responsibility of ICON.
- 5.4.1. ICON shall submit to Client an invoice describing the costs incurred during a particular month on a monthly basis and Client shall pay all invoiced amounts within thirty (30) days of date of issue of such invoice.
- 5.4.2. Interest may be charged in the amount of 2% per month (or any part thereof) in respect of all invoices paid later than thirty (30) days after issue. Furthermore ICON reserves the right to suspend performance of all or partial Services where Client is in arrears for greater than sixty (60) days.
- 5.4.3. If any portion of an invoice is disputed, Client shall pay the undisputed amounts in accordance with the terms above, and the Parties shall use good faith efforts to resolve differences or discrepancies with regard to any disputed amount as soon as practicable. If Client fails to pay any amounts (not disputed in good faith) within agreed terms, ICON shall be entitled to obtain summary judgment against Client in respect of such unpaid amounts plus any interest accrued.
- 5.5. Bank details/Invoices - Should a purchase order number be required on ICON invoices, the purchase order number must be communicated by Client to ICON within 15 (fifteen) days after signature of this Agreement. If Client fails to deliver any required purchase order number

within 15 (fifteen) days, any ICON invoice submitted without such purchase order number will be valid and collectible. Any purchase order number may be emailed to ICON's Accounts Receivable department. All ICON invoices should be forwarded to Client as follows:

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All payments shall be made to ICON via wire transfer as follows:

Bank Name:

Country/City:

Account Name:

Account Number:

Sorting/routing #:

SWIFT Code:

TAX ID #

- 5.6. Change Notices/Orders - Any change in the details of this Agreement or the assumptions upon which this Agreement is based or a delay in the provision of Study materials or information by Client may require changes in the Services, budget and/or timelines, and shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the relevant changes to the applicable task, responsibility, duty, budget, timeline or other matter. Both Parties agree to engage promptly and in good faith when considering a Change Order requested by the other Party. ICON reserves the right to postpone effecting material changes to the Services or this Agreement until such time as the Parties agree to and execute the corresponding Change Order or if time does not permit a Change Order being executed prior to services being carried out, ICON may on a time & materials basis carry out any such out of scope services.
- 5.7. Inflation Adjustments - Where Services are provided by ICON over multiple calendar years, ICON may increase the Fees at the beginning of each calendar year to reflect increases in ICON's business costs on a prospective basis only. Such increase may be based on annual surveys as published at www.bloomberg.com.
- 5.8. Payment for Premature Termination - In the event that this Agreement is terminated early for any reason, then Client shall pay ICON the following amounts:

- 5.8.1. Payment in full for all work and services performed, including all Pass Through Costs and all Fees as of the date work is actually concluded;
- 5.8.2. any reasonable fees, expenses and costs necessarily incurred by ICON to complete its obligations under this Agreement;
- 5.8.3. any non-cancellable Fees and/or Pass Through Costs incurred or contracted by ICON prior to the effective date of termination and;
- 5.8.4. where this Agreement is terminated by Client other than for material breach, (i) fifty percent (50%) of the remaining, unbilled balance of the Fees where the Services are more than half way complete (in terms of Fees payable) at the time of termination; or (ii) twenty five percent (25%) of the unbilled balance of the Fees where the Services are less than half way complete at the time of termination.

Any payment under this Clause shall be made within thirty (30) days after Client's receipt of ICON's itemized statement.

6. INDEMNITY

- 6.1. Indemnification by ICON - ICON hereby agrees to indemnify, defend and hold harmless Client and its officers, directors, employees and agents ("Client Indemnitees") from any loss, damage, cost or expense settlements, disbursements (including reasonable attorney's fees) (collectively "Loss") arising from: any third party (i) claim, (ii) demand, (iii) assessment, (iv) action, (v) suit, or (vi) proceeding (collectively "Claim") arising or occurring during the term of this Agreement as a result of ICON's negligence or intentional misconduct in the provision of any Services; provided that if and to the extent such Loss and/or Claim arises from Client Indemnitees' negligence or intentional misconduct, then the amount of the Loss that ICON shall indemnify Client Indemnitees for shall be reduced by an amount in proportion to the percentage of Client Indemnitees responsibility.
- 6.2. Indemnification by Client - Client hereby agrees to indemnify, defend and hold harmless ICON its Affiliates and their members, officers, directors, employees and agents ("ICON Indemnitees") from Loss arising from any Claim relating to breach of any warranty or representation by Client or the performance of Services by ICON Indemnitees pursuant to the Agreement; provided that if and to the extent such Loss and/or Claim arises from ICON's negligence or intentional misconduct in the performance of the Services, then the amount of the Loss that Client shall indemnify ICON for shall be reduced by an amount in proportion to the percentage of ICON's responsibility.
- 6.3. Responsibility for Claim
 - 6.3.1. Where one Party seeks the indemnification (the "Indemnitee") of a Loss and/or Claim from the other Party and that other Party (the "Indemnifying Party") agrees that such Loss and/or Claim is covered by this indemnity provision and so long as it complies with its

obligations under this Clause 7, then it shall be permitted to direct the defence or settlement of such Loss and/or Claim.

6.3.2. If the Indemnifying Party disputes that the Loss and/or Claim is covered by this indemnity provision, then the Parties agree to resolve such dispute in accordance with Clause 11.

6.4. Obligations of the Parties - The Indemnitee must follow the below procedure when seeking indemnification:

6.4.1. promptly notify the Indemnifying Party of any such Loss and/or Claim (however a delayed notification shall not release the Indemnifying Party to the extent such delay does not materially affect the Indemnifying Party's position in respect of the Claim).

6.4.2. make no admittance of liability;

6.4.3. authorize and permit the Indemnifying Party to conduct and exercise sole control of the defense and disposition (including all decisions relative to litigation, appeal or settlement) of such Loss and/or Claim (including access to pertinent records and documents and provision of relevant testimony).

6.4.4. subject to the foregoing, the Indemnitee shall be permitted to participate in the defense of any such Loss and/or Claim at its own cost and expense.

6.4.5. the Indemnitee's consent shall be required for any settlement (which consent shall not be unreasonably withheld or delayed); (i) involving injunctive or other equitable relief against it, its assets, employees or business; (ii) which implicates fault on the part of the Indemnitee and/or which is likely to damage the goodwill or reputation of the Indemnitee;

6.4.6. upon request by the Indemnifying Party the Indemnitee shall, in a timely manner, provide reasonable cooperation, information, and assistance (at the Indemnifying Party's expense) in connection with the Indemnifying Party's defence or settlement of the Loss and/or Claim.

7. Limitations of Liabilities

NOTWITHSTANDING ANYTHING TO THE CONTRARY SUGGESTED OR CONTAINED IN THIS AGREEMENT BUT IN ANY CASE EXCLUDING PERSONAL INJURY CLAIMS:

8.1.1. NEITHER PARTY (INCLUDING ITS AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY (INCLUDING ITS AFFILIATES) FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL LOSS OR DAMAGE OR ANY LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), BUSINESS, REVENUE, DATA, OPPORTUNITY, OR ANTICIPATED SAVINGS OR DAMAGE TO REPUTATION OR GOODWILL OR WASTED EXPENDITURE OF EITHER PARTY OR ANY THIRD PARTY, INCLUDING ANY SUCH LOSS, DAMAGE OR WASTE WHICH ARISES FROM OR AS A RESULT OF ANY CLAIM, LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY OR OTHER DUTY), MISREPRESENTATION, RESTITUTION, DELAY, FAILURE TO PERFORM OR

OTHERWISE HOWSOEVER ARISING IN RELATION TO THIS AGREEMENT AND/OR PURSUANT TO THIS AGREEMENT. THIS LIMITATION APPLIES EVEN IF THE LOSS, DAMAGE OR WASTE WAS FORESEEABLE OR IN THE CONTEMPLATION OF EITHER PARTY AND

8.1.2. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW THE MAXIMUM AGGREGATE LIABILITY OF ICON TO CLIENT IN CONTRACT, TORT (INCLUDING NEGLIGENCE, BREACH OF STATUTORY OR OTHER DUTY), MISREPRESENTATION, RESTITUTION, DELAY, FAILURE TO PERFORM, CLAIMS UNDER THE INDEMNITIES IN THIS AGREEMENT OR OTHERWISE HOWSOEVER ARISING IN RELATION TO THIS AGREEMENT AND ANY CLAIM ARISING PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID UNDER THIS AGREEMENT.

8. Maintenance of Insurance

9.1 Client and ICON represents and warrants that they shall each at their own expense obtain and maintain insurance of a type and level adequate by generally accepted industry standards and where applicable by law, to cover all insurable loss, damage, liability, or costs with respect to which each is liable to the other or has to indemnify the other under this Agreement and shall not do or omit any act, matter, or thing which may prejudice or render voidable any such insurance. Client's product's liability and clinical trials insurance must be provided by carriers with an AM Best rating of A - or better and must be with insurance companies lawfully authorized to do business in the jurisdiction in which the services and/or the Study is to be performed.

9.2 In addition, Client shall obtain and maintain product and clinical trial liability insurance with respect to bodily injury and property damage, in a minimum amount of \$1,000,000 per occurrence/annual aggregate, with such insurance coverage until the close of the Study. Such insurance shall contain no material exclusions that would negatively impact a subject. Client shall ensure that it is in compliance with all applicable local law and legislation regarding clinical trial insurance obligations. Furthermore Client shall obtain and maintain public liability insurance in a minimum amount of \$1,000,000 per occurrence/per aggregate and Professional liability insurance with an occurrence limit of \$1,000,000; and an aggregate limit (where applicable) of \$1,000,000.

9.2 If requested a Party shall furnish to the other Party, its certificates of insurance (which shall bear the effective date of the insurance coverage).

9. REGULATORY MATTERS AND AUDIT

9.1. Regulatory Inspections - With respect to a Study if any Regulatory Authority (as defined at section 1.49 of ICH GCP) (a) contacts either Party or any Investigator, (b) conducts, or gives notice of its intent to conduct, an inspection at the premises of either Party or any Investigator

site or (c) takes, or gives notice to either Party or any Investigator of its intent to take, any other regulatory action (including but not limited to FDA Form 483 or Warning letters or similar) alleging improper or inadequate research practices and/or failure to adhere to regulatory requirements with respect to any activity: (i) contemplated or performed under this Agreement; or (ii) of an Investigator (such as but not limited to FDA Form 483 (Notice of Inspectional Observations) and/or warning letter). In such circumstances the receiving Party shall notify the other Party within five (5) business days of such contact or notice, or sooner if necessary or practicable and to permit that other Party to be present at, or otherwise participate in, any such inspection or regulatory action with respect to a Study, and shall supply that other Party with all information pertinent thereto. ICON shall allow the Regulatory Authority to have direct access to the records relating to the Services, with the exception of records and reports that are not otherwise required to be disclosed, for the purpose of inspection. Either Party shall provide the other Party with copies of all documentation issued by any Regulatory Authority in connection with a Study and/or any proposed response thereto and/or any other information either Party may reasonably request. For a period of seven (7) years after the termination or expiration of a Study or when ICON completes the Services for that Study, whichever occurs last, ICON will have full access to the trial master file which ICON prepared and provided to Client and any trial master file or other files maintained or kept by Client.

- 9.2. **Debarment** - ICON confirms that neither ICON nor any ICON Personnel performing Services is debarred or, to the best of its knowledge, proposed for debarment under 21 U.S.C. § 335(a), or otherwise subject to any restrictions or sanctions by the United States Food and Drug Administration (a “Debarred Person”). As soon as ICON becomes aware it shall immediately notify Client in writing if any ICON Personnel who is performing any of the Services is or becomes a Debarred Person or if any action, suit, claim, investigation, or other legal or administrative proceeding is pending or, to the best of ICON’s knowledge, threatened, that would make any ICON Personnel performing Services hereunder a Debarred Person or would preclude ICON from performing its obligations under this Agreement.
- 9.3. **Compliance** - Client warrants and represents that it will comply and will comply with all applicable law or governmental regulation, statute, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance or industry code of practice, court order, delegated or subordinated legislation and recognized applicable international and ethical principles including ICH GCP in force from time to time. Client further warrants and represents that all necessary notifications or approvals under applicable laws, rules or regulations, shall be performed or obtained, prior to the commencement of the performance of the Services.
- 9.4. **Data Protection:**
- 9.4.1. Client and ICON shall comply with all applicable laws, rules and regulations as amended from time to time pertaining to the protection of Personal Data (as such term is defined in the Directive) including the Health Insurance Portability and Accountability

Act ('HIPAA') and the EU Data Protection Directive 95/46/EC (the "Directive") and neither Party shall place the other Party at risk of being in breach of such laws, rules or regulations. In respect of any Study Client hereby consents to ICON transferring Personal Data from the EEA to a third country.

9.4.2. When ICON ceases to perform Services for Client under this Agreement, ICON shall return or destroy all Personal Data collected in relation to such Services except where laws, rules or regulations prohibit destruction or require ICON to retain such Personal Data.

9.4.3. For the avoidance of doubt ICON shall act in respect of Personal Data for any Study as the 'Processor' of 'Personal Data' while Client shall at all times remain the 'Controller' as those terms are defined in the Directive.

9.5. Client Audits - Client in its sole discretion and at its cost and expense (which shall include ICON personnel time and the cost of responding to any findings of such audits) may conduct audits at ICON's premises. Audits will be performed by Client and/or, at Client's discretion, by a third party, which shall not be any of ICON's competitors. ICON will receive reasonable advance notice (which notice period shall not be less than 15 working days) of any forthcoming audits including information on what will be audited. ICON shall provide feedback to Client's audit findings or corrective action items not less than thirty (30) working days after the receipt of the audit findings.

10. DISPUTE RESOLUTION

In the event of any dispute or difference arising out of or in connection with this Agreement (the "Dispute"), the following procedures shall apply:

10.1. The Parties shall in good faith attempt to resolve the Dispute by negotiation including member(s) of each Party's senior management team with such negotiation (through any means of communication including in person, by telephone, videoconferencing or writing) to take place following the written request of either Party to refer the Dispute to good faith negotiation.

10.2. In the event that within a period of 90 days of request of a Party to resolve the Dispute, the Parties are unable to resolve the Dispute, either Party may refer the Dispute to arbitration under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with those Rules to finally resolve the Dispute.

10.3. Unless the Parties expressly agree in writing to the contrary, the Parties undertake as a general principle to keep the existence of the Dispute and the facts, matters and circumstances leading to the Dispute, the fact the Parties have entered into mediation and/or arbitration and all facts, matters and discussions leading to or arising during or in respect of the mediation and/or arbitration, all settlements arising pursuant to the Dispute (including any

settlement arising pursuant to mediation), all awards in their arbitration, together with all materials in the proceedings created for the purpose of the mediation and/or arbitration and all other documents produced by another party in the proceedings or in relation to the Dispute not otherwise in the public domain - save and to the extent that disclosure may be required of a Party by legal or regulatory duty, that Party's listing requirements or to enforce an award in bona fide legal proceedings before a state court or other judicial authority.

10.4. The award of the arbitrators shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

10.5. The seat of the arbitration shall be in the State of Pennsylvania, USA. The language of the arbitration shall be English.

11. GENERAL PROVISIONS

11.1. Assignment - This Agreement may not be assigned by either Party without the prior written consent of the other Party.

11.2. Subcontracting

11.2.1. ICON shall be entitled to use agents and subcontractors in the provision of the Services, provided that Client does not object to that agent or sub-contractor. ICON will use reasonable commercial endeavours to ensure that all such subcontracts it enters into shall adhere to applicable industry standards appropriate and applicable to the services being performed by that subcontractor. The Parties agree that if ICON secures a subcontract which broadly conforms to industry standards ICON's liability to Client for such subcontractors' acts and omissions shall be limited to the same extent as ICON is able to pass on to such subcontractor. Where ICON is unable to secure a subcontract in accordance with the foregoing, ICON shall escalate this matter to Client and Client may, at its discretion, decide whether ICON should pursue the subcontract or ICON shall select an alternative subcontractor. If Client chooses the former, Client accepts that ICON shall only be liable to the extent that subcontractor is liable under the contract with ICON. Any delays due to such contractual issues (including sourcing and contracting with an alternative) shall not be ICON's fault and shall be excused.

11.2.2. ICON shall be only responsible for actions or inactions of subcontractors that ICON selects for Services for which it has tendered. For the avoidance of doubt, an Investigator is not a subcontractor of ICON.

11.2.3. At Client's request ICON may subcontract out certain services (e.g. electronic data capture) as a result of which Client may have access to a sub-contractor's software or database or may require a license for such sub-contractor's intellectual property; Client acknowledges that it will have to comply with the access/license terms of such sub-contractor. If required Client will execute a license agreement with such sub-contractor.

- 11.3. License – Save as is set out in herein Client warrants that it has all necessary valid and subsisting licenses and approvals for the purposes of any deliverables derived from the Services.
- 11.4. Study Database - Where a Study database is hosted by an external third party ICON shall not be held liable:
- 11.4.1. for the failure of any such external third party's computer system, computer software or other computer equipment used by ICON in performing services.
- 11.4.2. if any of the Study data is lost, damaged or corrupted or accessibility is limited or denied to such data
- 11.5. Warranties - Save as specifically provided in this Agreement, all other warranties and conditions, express or implied by law or otherwise with respect to the work are hereby excluded and Client hereby accepts the rights conferred by this Agreement in lieu of any other such warranty, condition and/or liability imposed by common law, statute or otherwise except in so far as such exclusion or limitation of said warranties and conditions, expressed or implied by law are prohibited, void or are otherwise unenforceable.
- 11.6. Notices - Any notice to be given under this Agreement shall be in writing and shall be sent by registered post or overnight delivery (courier) service addressed as follows:

If to CLIENT

Nordic Life Science Pipeline Inc.

1135 Carougeois Street

Quebec City, QC

Canada, G1Y 2T4

Attn: Pierre Guertin, CEO

If to ICON to:

ICON Clinical Research, L.P.

Client Contract Services

212 Church Road

North Wales, PA 19454

Attn: Jessica Lezoche, Contract Associate II

With a copy to:

ICON Clinical Research Limited,

South County Business Park,

Leopardstown, Dublin 18,

Ireland.

Attn. Director of Corporate Legal Affairs

or to such other designation as either Party may hereafter notify the other in accordance with other provisions in this Clause. This Notices Clause is not intended to govern day to day business communications necessary for the performance of routine duties arising hereunder.

- 11.7. **Modification & Waiver** - No modification of this Agreement shall be deemed effective unless in writing and signed by each of the Parties hereto, and no waiver of any right or delay in enforcing such right set forth herein shall be deemed effective unless in writing and signed by the Party against whom enforcement of the waiver is sought.
- 11.8. **Severability** - If any provision of this Agreement or portion thereof is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.
- 11.9. **Integration of Agreement** - This Agreement (including the Recitals) represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, written or oral, regarding the terms described herein. All appendices attached hereto shall be deemed to be fully incorporated into this Agreement.
- 11.10. **Descriptive Headings** - The descriptive headings of the Clauses of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.
- 11.11. **Force Majeure** - Neither Party shall be liable for any failure to perform or delay in performing any obligations under this Agreement, if such failure or delay is due to fire, flood, earthquake, strike or any other industrial disturbance, war (declared or undeclared), embargo, blockade, legal prohibition, regulatory delay, third party delay, riot, insurrection or any other cause or unforeseen event beyond the control of such defaulting Party preventing or delaying the performance of such obligations; provided that such obligations shall be performed as soon as practicable following the termination of the cause or such failure or delay and provided further that in the event of such failure or delay continuing for more than three (3) months either Party may, without incurring liability to the other, terminate this Agreement immediately by written notice to the other Party.
- 11.12. **Use of Name** - Each Party, on behalf of itself, its Affiliates, employees and agents, agrees not to use the name of the other Party or its employees or agents in any publication, promotional material or other written or oral statement for public distribution, relative to the subject matter

or existence of this Agreement, except as otherwise required by applicable law, regulations, guidelines and standards or previously consented to in writing by the other Party.

- 11.13. **Governing Law** -This Agreement shall in all respects (including the formation thereof and performance thereunder), be governed by and construed in accordance with the laws in force in the State of Pennsylvania, USA.
- 11.14. **Counterparts** - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. Copies of signed documents sent by facsimile transmission or via electronic transmission shall be deemed to be originals for all purposes under this Agreement.
- 11.15. **No Set Off**
- 11.15.1. All payments to be made under this Agreement shall be made in full without any set-off, restriction or condition and without any deduction (unless agreed upon by both Parties) for or on account of any counterclaim.
- 11.15.2. All payments to be made under this Agreement shall be made in full without deduction or withholding of or with respect to any tax, unless the Party making such payment is required by law to make any such deduction or withholding.
- 11.16. **Survival** - The expiration or earlier termination of this Agreement, (howsoever caused) shall not affect any of the terms, provisions, representations or warranties hereof which are expressed to continue after such expiration or termination, nor shall any such expiration or termination affect the rights or obligations of either Party hereto in respect of any antecedent breach of this Agreement.
- 11.17. **“Including”** (and with correlative meaning “include”) - means including without limiting the generality of any description preceding such term.
- 11.18. **Unintentional Error** - If either party makes an error unintentionally (including any technical or mathematical errors) within the specifications, the schedule of fees or in any other part of the Exhibits or any amendment to this Agreement, the parties agree to rectify such error and amend the appropriate documentation accordingly.



IN WITNESS WHEREOF, The Parties hereto have caused this agreement to be duly executed by their authorized representatives.

Nordic Life Science Pipeline

ICON CLINICAL RESEARCH
L.P.

Name: Mario Vaillancourt

Name: _____
George McMillan

Title: VP, Business Development

Title: _____
Divisional CFO

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EXHIBITS

- A - ICON SERVICES
- B - FEES & COSTS
- C - PAYMENT SCHEDULE



Exhibit A - ICON Services

Assumptions & Timelines

The Research Monitor

ICON Medical Monitor is requested to perform the functions of the Research Monitor for the study as defined by the study protocol including:

- Ensure that reporting findings to the IRB and to Health Canada is completed
- Reviewing all serious adverse events and all subject deaths associated with the protocol and provide an unbiased written report of the event.
- Commenting on the outcomes of a serious adverse event or death, and as it pertains to the relationship to participation in the study
- Indicating whether he concurs with the details of the report provided by the principal investigator
- Reporting events determined by him or the investigator to be possibly or definitely related to participation and reports of events resulting in death must be promptly forwarded to the USAMRMC ORP HRPO

SAE Management

- ICON Medical and Safety Services (MSS) will assign the Drug Safety Associate (DSA) to the study. The DSA will be responsible for SAE processing including intake and review of an initial SAE report from the study site, generating queries to address any existing deficiencies, writing a narrative, developing CIOMS report, processing follow-up reports and tracking SAE reports.
- ICON Medical Monitor will review the SAE report for accuracy and consistency and will provide assessment of causality and expectedness. In addition, the Medical Monitor will provide safety analysis of the study treatment in the context of the event and provide recommendations regarding continuation of the study as per protocol.
- ICON Global Regulatory Affairs (GRA) Department will provide regulatory submissions to Health Canada.
- ICON DSA will forward copies of regulatory submissions to the IRB
- All details of SAE processing and medical assessment of the events will be delineated in the Safety Monitoring Plan
- The ICON Medical Monitor (MM) will hold the full responsibility regarding medical and safety tasks provided by ICON Medical Affairs.

Client Kick-off Meeting

- Client kick-off meeting will be via teleconference

MM Teleconferences

- The ICON Medical Monitor will arrange additional teleconference with the sponsor during the enrollment period of the study, as needed to discuss serious adverse events. The budget includes costing for two teleconferences throughout duration of study enrollment. The ICON MM will lead the meeting, and arrange for the agenda and minutes to be done. Any additional meetings beyond what is budgeted will be determined on a varying basis as the need requires and/or as directed by Nordic.

Medical and Safety Monitoring

ICON MSS will provide intake and processing and tracking of SAEs. Considering a very small number of expected events, no safety database will be built for this study.

ICON MM will provide assessment of causality and expectedness and will assess if the event changes safety profile of the study treatment.

As requested, ICON MSS will report to USA MRMC ORP HRPO events considered related/possibly related that are life threatening or result in death.

ICON GRA will provide regulatory reporting to Health Canada.

The ICON MSS will not provide medical management of the study or site and team support or training. ICON MSS will not provide CRF review, medical review or listings and coding or review of safety labs or ECGs.

Nordic will provide reconciliation of SAEs at the site and with the clinical database.

SAE Reporting

- Sites will report SAEs to ICON MSS.
- ICON MSS will be responsible for writing the SAE narratives and following up with site until case closure
- ICON MSS will generate a CIOMS report for each case version
- ICON MSS will be responsible for all ultimate SAE causality assessments.
- ICON GRA will be responsible for submitting SAE reports to the Health Canada.

Medical Affairs Task List	Nordic	ICON
Process SAEs		X
Provide Narratives of SAEs		X
Assign SAE Causality		X
Complete CIOMS report		X
SAE/ SUSAR Reporting to IRB/ IECs		X

Regulatory	Nordic	ICON
SAE/ SUSAR Reporting to Competent Authority in Canada		X



Timelines

Milestone	Dates
ICON Medical and Safety Services Involvement Begins	5 July 2013
First Patient Enrolled (FPI)	15 Aug 2013
Last Patient Enrolled (LPI)	15 Aug 2014
Last Patient Out (LPO)	18 Aug 2014
ICON MSS Involvement Ends	15 Sept 2014
Approximate Length of Time of ICON involvement	14.4 Months

Staffing

Medical Monitor

The ICON Medical Monitor (MM) will be the primary medical contact for the Nordic Medical Monitor. The ICON MM will provide medical oversight and review of events deemed serious for medical consistency and accuracy and provide assessment of causality, expectedness and overall safety implications on the study conduct

ICON proposes **Margaret Zalewski, MD, Director, Medical and Safety Services**, as the **Medical Monitor** for this spinal injury study. Dr. Zalewski is a board certified neurologist based in our US headquarters in North Wales, Pennsylvania and has over 37 years of combined experience in clinical neurology as a practicing physician and clinical research industry specializing in the CNS therapeutic area.

During the last six years, Dr. Zalewski has gained experience in Drug Development and Drug Safety/ Pharmacovigilance, including Global Medical Monitoring for international, multi-center trials within the CRO. Prior to joining the CRO industry in 2007, Dr. Zalewski was in clinical practice of neurology for over 30 years including 14 years in a large teaching hospital in Philadelphia, Pennsylvania. During those years she provided neurological consultations for one of the largest rehabilitation hospitals in Philadelphia.

Dr. Zalewski received her Doctor of Medicine degree and completed her residency in the Department of Neurology at the Medical Academy of Warsaw, Poland. She also completed residency in the Department of Neurology at Temple University in Philadelphia, Pennsylvania and served as an Extern in Neurology and Neuropathology at Thomas Jefferson University in Philadelphia. Dr. Zalewski received Board Certification from the American Board of Psychiatry and Neurology in 1991 and certification in electromyography and nerve conduction from the American Association of Electro diagnostic Medicine in 1994. She is a member of the American Academy of Neurology.

Dr. Zalewski's extensive expertise in neurology and medical monitoring will enable her to successfully serve as The Medical Monitor for this Nordic Life spinal injury study.

Drug Safety Associates

Drug Safety Associates (DSAs), will be assigned to assist the Medical Monitor within the workflow. The DSA will provide triage of each case to determine if critical data points are missing and to assess expeditedness (expedited or non-expedited) with the Medical Monitor input, prepare narratives and provide case review to ensure quality and accuracy of case information. All DSAs assigned will be healthcare providers (mainly registered nurses) with experience in pharmacovigilance.

Medical Administrative Assistants

Medical Administrative Assistants (MAA) will provide administrative support to the team. MAAs will assist with faxing, filing, tracking, distribution and archiving of project information.



Exhibit B - Fees and Costs

Costing

ICON Detailed Budget Grid				
	# of Units	Unit	Unit Cost	Cost (USD)
Medical Services				
Medical Project Set-up	1	Project		
SAE Processing*	6	SAE		
Database Output Management and Reconciliation*	1	Case		
MSS - Administration	14.4	Month		
Communications				
Client Kick-Off Meeting	1	Meeting		
Client Teleconferences	3	Teleconference		
Other ICON Services				
Submission of SAE Information to Health Canada*	6	SAE		
TOTAL PROFESSIONAL FEES				
Estimated Pass-through Expenses**				
Teleconference Services	1	Project		
TOTAL ESTIMATED PASS-THROUGH EXPENSES				
TOTAL PROJECT BUDGET				44,873.34

*Costs above illustrate an assumption of 6 SAEs. The incremental unit cost for each SAE, including Narrative, is: \$2,609.12. A submission to Health Canada’s unit cost is \$700. Adjustments to the project cost will reflect actual events occurring during the study.

**Translations have not been included in the budget. If requested, ICON can provide an estimate for translations.



Exhibit C - Payment Schedule

Direct Costs:

ICON shall invoice on a monthly basis for units achieved in accordance with Exhibit B - Fees and Costs.

Pass-through Costs:

ICON shall invoice Client for pass-through costs on a monthly basis as incurred and without markup.

Appendix 11

Funds transfer re-approval after migration into the new SAM system

RE: Registration Activated for Nordic Pipeline Science de la Vie Inc I 243938888 IL9179 (UNCLASSIFIED)

From: Shankle, Jennifer E CIV USARMY MEDCOM USAMRAA (US)
(jennifer.e.shankle.civ@mail.mil) You moved this message to its current location.
Sent: August-01-13 7:00:30 PM
To: Mario Vaillancourt (mariovaillancourt@hotmail.com)
Cc: Pierre Guertin (pierre.guertin@crchul.ulaval.ca)

Classification: UNCLASSIFIED
Caveats: NONE

Thanks for reviewing, Mario. Future payments should be transferred without issue. I'm not sure how long it will take for the account to show up in SAM (I just checked and it isn't there yet). When I can get the status, I will process the modification.

Have a great weekend,

Jenntfer

From: Mario Vaillancourt [mailto:mariovaillancourt@hotmail.com]
Sent: Thursday, August 01, 2013 2:58 PM
To: Shankle, Jennifer E CIV USARMY MEDCOM USAMRAA (US)
Cc: Pierre Guertin
Subject: RE: Registration Activated for Nordic Pipeline Science de la Vie Inc / 243938888 / L9179 (UNCLASSIFIED)

Jenifer,
The information in the PIF are still valid.

Regards,
Mario

Year 2 Annual Report

SC100155

From: jennifer.e.shankle.civ@mail.mil
To: mariovaillancourt@hotmail.com
CC: pierre.guertin@crchul.ulaval.ca
Subject: RE: Registration Activated for Nordic Pipeline Science de la Vie Inc I 243938888 I L9179 (UNCLASSIFIED)
Date: Thu, 1 Aug 2013 18:34:40 +0000

Classification: UNCLASSIFIED
Caveats: NONE

Hi Mario,

Good news! When we finalized this award, you were required to complete a Payment Instruction Form (PIF) that we provided to DFAS. Your banking information was included on that form and it is filed with your award at the payment office. DFAS will verify that your SAM account is active and up-to-date when making payments, but they will use the information in the PIF to transfer the funds. I've attached the current PIF. Please check to make sure the information is still valid.

Hope that helps,

Jenntfer

From: Mario Vaillancourt [<mailto:mariovaillancourt@hotmail.com>]
Sent: Thursday, August 01, 2013 2:13 PM
To: Shankle, Jennifer E CIV USARMY MEDCOM USAMRAA (US)
Cc: Pierre Guertin
Subject: FW: Registration Activated for Nordic Pipeline Science de la Vie Inc / 243938888 / L9179

Dear Jennifer,

To answer your email of July 17, yes, Nordic Life Science Pipeline Inc. finally got its SAM account approval (see email below received minutes ago).

Is the DoD now intends to make further wired money transfer using the SAM system? I am asking because an employee of the Federal Desk told me that it would not be possible for foreign organizations, since the SAM system does not accept foreign bank account format.

Regards,
Mario

> Date: Thu, 1 Aug 2013 13:49:57 -0400
> From: samadmin@sam.gov
> To: mariovaillancourt@hotmail.com
> Subject: Registration Activated for Nordic Pipeline Science de la Vie Inc I 243938888 I L9179
>
> This email was sent by an automated administrator. Please do not reply to this message.
>
> Dear Mario Vaillancourt,
>
> Congratulations! The registration for Nordic Pipeline Science de la Vie Inc I 243938888 I L9179 is now active in the U.S. federal government's System for Award Management {SAM}. If you did not provide a CAGE code during the registration process, one has been assigned and is provided above.
> You are now eligible for contracts, assistance awards, and to do business with the federal government as determined by your Entity's profile. Important: The Periodic Update Requirement Date for the registration is 29-JUL-14. You must renew the registration by this date to remain active.
> In addition, you may continue to invite additional users by following the below steps:
> * Login to SAM using a valid Username and Password
> * Select "Manage Entity Users" from the left-hand navigation menu
> * Select "Invite User" from the left-hand navigation menu
> * Select the desired Entity
> * Provide invitee's email address
> * Assign Role(s) to be associated with the user account
> * Click Submit
>
> All invitees will receive an email message from SAM with instructions on how to complete the process.
>
>
> Thank you,
> The System for Award Management {SAM} Administrator
> <http://www.sam.gov>

Classification: UNCLASSIFIED

Caveats: NONE

Classification: UNCLASSIFIED

Caveats: NONE

Appendix 12

Advertising authorization given to the investigator by Nordic LSP

RE: Study 11-195 BMD

From: Mario Vaillancourt (mariovaillancourt@hotmail.com)
Sent: August-01-13 1:54:20 PM
To: Mohan Radhakrishna (mohan.radhakrishna@mcgill.ca)
Cc: Pierre Guertin (pierre.guertin@crchul.ulaval.ca)

Good morning Mohan,

Just to be sure there is no confusion regarding the screening process, I was correct in my previous email below by stipulating that you cannot screen (meet) any research subject right now.

However, you can pre-screen (phone) using the form I sent last week. You can also send the informed consent form (ICF) to subjects who qualified to the pre-screening. We rely on this procedure (sending the ICF) due to the medical condition of the subjects; we want to avoid situation where the subject makes the effort to come to the MGH and then realize not being interested in participating after having read the ICF.

Do not hesitate if you need additional clarification.

Regards,
Mario

From: mariovaillancourt@hotmail.com
To: mohan.radhakrishna@mcgill.ca
CC: pierre.guertin@crchul.ulaval.ca
Subject: FW: Study 11-195 BMD
Date: Thu, 18 Jul 2013 13:20:06 +0000

Dear Mohan,

The amended documents got final approval from the MUHC'ERB, and the trial finally got final approval from the DoD and the HRPO.

This means that you can begin advertising and build a list of interested subjects.

But before you can screen them, with forms I will provide, your site must be

Appendix 13

Agreement between Nordic LSP and Bio-Medic Laboratories (blood chemistry), including laboratory manual and requisition form



Entre :

LABORATOIRE BIO-MÉDIC INC. Corporation dûment constituée, ayant son siège social situé au 4535, boul Wilfrid Hamel, suite 140, Québec (Québec) G1P 2J7 (ci-après appelé « **LBM** »).

Et :

Nordic Life Science Pipeline Inc. Corporation dûment constituée et ayant son siège social situé au 1135 rue des Carougeois, Quebec City, Quebec, G1Y 2T4, Canada (ci-après appelé « **Client** »).

Pour la suite du document, **Partie** fait référence au **Client** ou à **LBM** de façon individuelle et **Parties** fait référence au Client et LBM de façon collective.

Considérant que **LBM** exploite des laboratoires d’analyses médicales situés au 4535, boul. Hamel, suite 140 à Québec et au 3576, Avenue du Parc, suite 5315 à Montréal.

Considérant que le **Client** est une entreprise de recherche engagée dans le développement de médicaments tant au stade pré-clinique qu'au stade clinique.

Considérant que certaines analyses biomédicales sont requises dans le cadre de la conduite de l’étude clinique intitulée *Tri-therapy (SPINALON) Elicited Spinal locomotor Network Activation: Phase I-IIa Trial in Spinal Cord-Injured Patients*, tel que présenté dans le protocole d’étude et que le **Client** a sélectionné **LBM** pour la prestation des dites analyses.

LES PARTIES S’ENTENDENT SUR CE QUI SUIT :

1. ÉTENDUE DU MANDAT

- 1.1 Les **Parties** s’entendent à ce que les activités décrites à l’Annexe A, *Proposal for Laboratory Services*, qui a été présenté au **Client** le 28 juin 2013 (version 1.0), correspondent à l’étendue du mandat.
- 1.2 A la demande du **Client**, l’Annexe A peut être modifiée afin de correspondre aux spécifications finales du projet. Si requis, le budget du projet sera modifié pour correspondre aux nouvelles spécifications du projet.
- 1.3 Responsabilité du **Client** : Le **Client** s’engage à suivre les procédures pré-analytiques (prélèvement, identification, stabilisation, centrifugation et conservation des spécimens) telles que décrites dans le cahier de prélèvement qui sera préparé pour le projet.

LBM	CLIENT

- 1.4 **Responsabilité de LBM :** **LBM** s’engage à fournir tout le matériel nécessaire aux prélèvements (tubes, aiguilles, aiguilles papillons au besoin, pots stériles, réquisition personnalisée, sacs bio-hasard, glacières, ice-pack). **LBM** s’engage à utiliser un transporteur, dûment formé pour le transport d’échantillon humain. **LBM** s’engage à suivre ses procédures internes faisant parties de son système d’assurance qualité en place dans ses laboratoires et conformes aux normes ISO-15189. **LBM** s’engage à rendre disponible les données du projet dans le format requis par le **Client**.
- 1.5 **LBM** convient qu’il accepte, à la demande du **Client**, de lui remettre une copie de ses licences provinciales de laboratoire ainsi que toutes nouvelles exigences et accréditations rencontrées par le laboratoire tel que ISO 15189.

2. MODALITÉS DE PAIEMENT

- 2.1 Le prix pour la prestation du mandat est décrit à l’Annexe A, à la section 7. En l’absence de modification aux spécifications du projet, ce prix ne devrait pas être ajusté.
- 2.2 **LBM** fournira sur une base mensuelle, des factures détaillées décrivant les tâches effectuées durant la période couverte ainsi que les montants associés.
- 2.3 Les termes de paiements sont nets 30 jours.
- 2.4 Les clauses de **LBM** et le **Client** sont décrites dans le CDA dûment signé le 19 juin 2013.

3. ANNULATION ET SUSPENSION

- 3.1 Le **Client** peut annuler avec cause, cet accord pour négligence grave ou pour plusieurs erreurs et/ou problèmes sérieux répétés et rapportés par écrit avec les services du laboratoire et non réglés à la satisfaction du **Client**.
- 3.2 **LBM** peut suspendre cet accord ainsi que ses obligations concernant la prestation des services, advenant un défaut de paiement de la part du Client.
- 3.3 Le **Client** peut suspendre cet accord, advenant une décision de la part de l’organisme finançant l’étude de suspendre le projet. Cette suspension pourrait ultimement entraîner l’annulation du projet. En cas d’annulation, le **Client**

LBM	CLIENT



s'engage à payer les sommes dues à **LBM** pour le travail effectué jusqu'à la date de l'annulation.

4. TERME DE L'ENTENTE

Cette entente est en vigueur à la date de sa signature et se termine à la fin de l'étude clinique couverte par celle-ci.

Les clauses associés à la ne sont pas affectées par la conclusion du projet quelque soit la nature de cette conclusion.

5. CESSION DE CONTRAT

Ni ce contrat dans son entier, ni aucun droit conféré ou aucune obligation imposée en vertu des présentes, ne peuvent être cédés par l'une des parties sans le consentement écrit de l'autre partie.

Ce contrat est au bénéfice exclusif des parties qu'il lie, ainsi que de leurs successeurs et de leurs ayants droit respectifs, dans le cas de vente de l'entreprise, lesquels, par ailleurs, sont tous également liés par ses dispositions.

6. AVIS

À moins qu'il n'en soit spécifié autrement, les avis que les parties sont tenues de se faire mutuellement parvenir conformément aux dispositions du présent contrat doivent être remis au destinataire en main propre ou lui être expédiés par la poste à l'adresse mentionné.

7. INTÉGRITÉ DU CONTRAT

Le présent contrat énonce tous les aspects de l'entente que les parties ont mutuellement conclues. Aucune modification ne peut être apportée au présent contrat à moins d'un commun accord consigné par les parties.

8. ASPECT JURIDIQUE

Le présent contrat est régi par les lois en vigueur dans la province de Québec. Les tribunaux du district de la région de Québec ont juridiction pour trancher tout litige entre les parties relativement aux obligations découlant des présentes.

LBM	CLIENT

9. AUTONOMIE DES DISPOSITIONS

Si l'une des dispositions du présent contrat devait être invalidée en raison de changements dans les lois fédérales, provinciales ou municipales ou pour tout autre motif par un tribunal, les autres dispositions qui y sont contenues en demeureraient inchangées.

EN FOI DE QUOI, les parties ont signé à Québec, le _____ jour du mois de août 2013.

NORDIC LIFE SCIENCE PIPELINE INC.

Mario Vaillancourt
Vice-Président, Développement des affaires
et Co-Fondateur

Date

LABORATOIRES BIO-MÉDIC INC.

Marc Hamilton, microbiologiste
Président

Date

Sébastien Dupuis, B.Sc. MBA
Directeur, Relation Client

Date

LBM	CLIENT



Proposal for the Laboratory services for the conduct of the Clinical Project entitled: *Tri-therapy (SPINALON)-elicited spinal locomotor network activation: Phase I-IIa clinical trials in spinal cord-injured patients.*

Submitted to:

Mario Vaillancourt, BSc, MBA

*Vice-Président, Développement des affaires et Co-Fondateur
Nordic Life Science Pipeline Inc.*

Submitted by:

Sébastien Dupuis B.Sc., MBA

*Director, Client Relation
Lab Bio-Medic inc.*

Version 2.0

August 19th, 2013

LBM	CLIENT

This proposal is subject to a mutually approved agreement or contract specifying full terms and conditions. By accepting this document, Nordic Life Science Pipeline Inc. agrees that the information in this proposal shall not be disclosed outside of Nordic Life Science Pipeline Inc. and shall not be duplicated or used for any purpose other than to evaluate this proposal. Lab Bio-Medic understands and consents that the full or partial content of this proposal might be presented to the Sponsor as part of a combined proposal.

All of the information contained in this document is provided on the basis of strict for the exclusive use of the addressee only and must not be disclosed to any other party, with the exception of the Sponsor. The addressee should exercise no lesser security measures than those applied to their own material including restricting the circulation of the information on a need to know basis.

<p>Proposal prepared for:</p> <p>Mario Vaillancourt, BSc, MBA Vice-Président, Développement des affaires et Co-Fondateur</p> <p>Nordic Life Science Pipeline Inc. 2705 boulevard Laurier, RC-9800, Quebec City, Quebec, G1V 4G2, Canada Email:</p>	<p>Proposal prepared by:</p> <p>Sébastien Dupuis B.Sc, MBA Director, Client Relation</p> <p>Lab Bio-Medic - Montreal 3576 Avenue du Parc, suite 5315 Montreal, Québec, H2X 2J1</p> <p>Mélanie Lessard TM, RT Director, Operations & Human Resources</p> <p>Lab Bio-Medic - Québec 4535 Wilfrid-Laurier, suite 140 Québec, Québec, G1P 2J7</p> <p>Email:</p>
--	---

LBM	CLIENT

1. Executive Summary

Lab Bio-Medic is pleased to have the opportunity to provide **Nordic Life Science Pipeline Inc.** with our proposal to support the laboratory requirements for the project entitled: *Tri-therapy (SPINALON)-elicited spinal locomotor network activation: Phase I-IIa clinical trials in spinal cord-injured patients.* Lab Bio-Medic provides flexible and efficient laboratory services, including unrivaled friendly customer services.

- Lab Bio-Medic has now two laboratories equipped with state-of-the-art equipments located in Quebec and Montreal. Since 1998, we provide routine biomedical analysis and specialized tests such as cytopathology (immunohistofluorescence test) and detection of allergies using the method of Phadia. Through our logistics network we can efficiently collaborate with partners located across Canada. Our operations meet the requirements of the **ISO-15189 certification** and our technology platform is in compliance with the **FDA 21 CFR part 11** of the pharmaceutical industry. Our laboratories hold all the LSPQ permits required to operate.
- Our services include a **complimentary 24/7 web-access to our Bio.Analyse system** that will enable **Nordic Inc** to access the laboratory at any time. Bio.Analyse, an award winning software, is our home-grown laboratory management system. Based on the requirements of the Sponsor, secured access can be granted to the various clinical project stakeholders (Sponsor, CRO, Monitors, etc).
- Our two laboratories operate with the same validated methods and processes to ensure full consistency. In addition to providing the highest quality of data, having two laboratories enable us to provide high volume capacity and back-up capability when required. A specific project database is developed to collect, store and report the project data. We can accommodate any data transfer format (CDISC, XML, HL7, Excel, others,) requirement as per Sponsor’s preferences.
- An experienced and skilled project team will be appointed to the project. With an employee turn-around rate next to 0%, we can almost guarantee you that the key members of the team will not change during the course of the project ensuring consistency from its initiation to its completion. Using our Bio.Analyse system, the project team will provide project reports as per Sponsor’s specifications. Lab Bio-Medic Project Manager will be in constant contact with your appointment Project Manager to ensure efficient communication aimed at assuring the overall success of the project.

LBM	CLIENT

2. Lab Bio-Medic expertise & experience in medical laboratory testing for clinical research

For 15 years, Lab Bio-Medic has analyzed biological samples as a service for private medical clinics, industrial medicine clinics, insurance companies and clinical research services. During the past 2 years, to respond to the growing demands of its current and yet to become business partners, Lab Bio-Medic has significantly invested in the implementation of key processes, their validation and in the training of its employees to reach the level of expertise and quality required to meet the highly demanding expectations of the clinical research industry.

As a result, Lab Bio-Medic has been successfully audited by several CROs, Sponsors and study sites. Since our introduction in the Clinical Research arena, we have collaborated on over 30 projects of different clinical Phases (including Bio-equivalence projects).

One of our major achievements remains the signature of an agreement with Algorithm Pharma for the delivery of biomedical analysis in the conduct of Phase I / IIa and bioequivalence clinical trials. In the recent Lab Bio-Medic history in the clinical research industry, this is seen as a seal of approval from a major player of this industry. (Press Release: <http://www.labbiomedic.com/a-propos-de-nous-nouvelles.html>)

3. Lab Bio-Medic Quality Assurance Program

Lab Bio-Medic has implemented an internal Quality Assurance Program in collaboration with external compliance specialists. As previously stated, our operations meet the requirements of the ISO-15189 certification and our technology platform is in compliance with the FDA 21 CFR part 11 for handling electronic records.

The Sponsor and/or CRO representatives are welcomed to come for an audit and review of all our internal processes and our Quality Assurance Program.

LBM	CLIENT

4. Project Specifications

The following information has been transmitted by Mr Mario Vaillancourt from Nordic Inc on her email dated on June 19th, 2013

Protocol Number / Name	Tri-therapy (SPINALON)-elicited spinal locomotor network activation: Phase I-IIa clinical trials in spinal cord-injured patients.
Project Phase	I-IIa
Countries / Expected number of study sites / Localization of the study sites	Canada 1 site: <i>Montreal General Hospital</i>
Number of Subjects to be enrolled	50 patients
Project Duration : From <i>First Kit Out</i> (~FPI) to <i>Final Data transfer</i>	Approximately 12 months Specific project calendar to be confirmed
Number of visits & Test Schedule	1 visit / patient 2 blood sampling/ patient: time 0 and time +4hr
Analysis to be conducted (<i>excerpt from the protocol</i>)	<i>Complete blood examination (biochemistry and hematology) will be performed from samples taken prior to drug administration (medical exam day) as well as at 4 hours post-drug administration. The following analyses will be performed – Complete blood count (haemoglobin, hematocrit,RBC, WBC, platelet levels), liver enzymes (AST, ALT, ALP, bilirubin, total protein, albumin), kidney enzymes (urea, creatinine), biochemical analyses (sodium, potassium, chloride, bicarbonate, BUN, magnesium) and lipids (LDL, HDL, cholesterol).</i>
Data Access	Projects stakeholders will have access to the project data using the Bio.Analyse system. For most of the analysis, data are available within 24hr.

LBM	CLIENT

Schedule of the Data Transfer / Format of the Data Transfer	To be outlined in the Data Transfer Agreement.
Kit / Way Bill	Kits and way bill will be prepared by Lab Bio-Medic and replenished upon request from the sites.
Pick-up schedule / Transportation	TBD / Purolator will be used for samples transportation

5. Project Calendar

Key project dates	Estimated Dates
Project Initiation (Contract Signature)	August 2013
First Kit Out (FPI) and site clinic training	During the week of August 26, 2013
Localization of the study sites	Dr. Mohan Radhakrishna Email :
Estimated Total project duration	12 months

6. Project Conduct

a. Project Management

An experienced and skilled project manager will be appointed to the project. The role of the project manager will be to ensure the success of the project through constant monitoring of the study needs and performance. The project manager will be your primary key contact during the course of the project. If required, other senior members of the Lab Bio-Medic Team will be involved in the projects.

To ensure efficient communication between NORDIC and Lab Bio-Medic, the following procedures will be implemented:

LBM	CLIENT

- All communications containing formal project instructions will be made email to ensure traceability.
- Project Meeting will be organized at the beginning of the project and when major milestones are reached.
- Nature of the direct contact between Lab Bio-Medic and the Sponsor will be determined by NORDIC. No direct contact between Lab Bio-Medic and US Department of Defense will be made until requested and approved by NORDIC.
- **Key project contact:**
 - o Mélanie Lessard – Director of Operations
 - melanielessard@labbiomedic.com
 - 1.866.624.3322 x 235
 - Act as the lead contact for the project.
 - Appointed on the basis of her experience in the management project included as part of a clinical trial.
- **Secondary contact:**
 - o Sébastien Dupuis – Director, Client Relation
 - sebastiendupuis@labbiomedic.com
 - 1.866.624.3322 x 108
 - Responsible for general customer relationship management, including financial & contractual considerations.

b. Scientific Resources

Lab Bio-Medic has on staff trained biochemists, pathologists and microbiologists that could provide test consulting when required, including assistance in result assessments and the development of new bioanalytical methods.

Lab Bio-Medic will provide during the week of August 26, 2013 a sampling procedure guide that will precisely explains how the sample should be collected, prepared, stored and shipped. And electronic version of this guide will be available to the client after this contract signed, by both parties.

c. Study Set-up

As part of the study set-up procedure, Lab Bio-Medic will develop a fully detailed sampling procedures guide dedicated for the current project. The Project Manager will also ensure that the clinical site is thoroughly trained on the procedures that will need to be followed to ensure that the samples remain intact and how to access the Bio.Analyse web portal.

During the course of the project, Lab Bio-Medic will remain available to respond to questions from the sites and provide support when required.

LBM	CLIENT

d. Supply : Kits & Transportation material

Kits including tubes, needles and labels. Lot and expiration dates are visible. Kits are built to facilitate their utilization at the site level and significantly reduce the workload for investigators and therefore potential for error at the sites, ultimately ensuring highest data quality. Lab Bio-Medic is using bar-code system to ensure traceability of the kits & tubes when received at our facilities.

Transportation material, including boxes, cooler, ice pack and way bill will be provided as well.

Material is systematically replenished during the course of the project.

If additional material or equipments are required, Lab Bio-Medic can make the necessary accommodations. This will be discussed separately.

LBM	CLIENT

Our Laboratory Management System: Bio.Analyse

Bio.Analyse is a web based software used to access results and to export results in the format requested by the sponsor. Each project are accessed separately. New results are available live and are easily accessible. Bio.Analyse is available 24/7 and does not require anything more than internet access and a supported web browser; no need to install any software. Bio.Analyse can be mended to fit every specific need of all our business partners. It has been created having security in mind, with password requirements and security features and system validation in conformity with the 21 CFR part 11.



LBM	CLIENT

7. Budget section

Activities	Items	Unit Cost		
Study Set-up	Preparation/shipping of the kits & Materials*	\$225 / site \$6/kit <i>(1 kit/pt/visit)</i>		
	Training of the sites	Included		
	Project Database development	\$1,000 **		
	Estimated Sub Total			
Project Management	Project Coordination	\$50 / month		
	Estimated Sub Total			
Biomedical analysis	Complete Blood Count	\$8,50/test		
	Biochemistry (only 1 SST tube needed): - Liver enzyme - Kidney enzyme - Lipids	\$24/test		
	Estimated Sub Total			
	Estimated Sub Total			
Data Transfer	Data transfer in MS Excel format	\$975/ data transfer		
	Estimated Sub Total			
Transportation Cost	Shipping of the material to the sites	\$25/ shipment <i>Estimated 4 shipments / site</i>		
	Shipping from the sites to the Laboratory	\$15/ shipment <i>Estimated 50 shipments from site</i>		
	Estimated Sub Total			
ESTIMATED GRAND TOTAL (without applicable taxes)				

**Includes the cost of the material (tubes, syringes, boxes etc)*

*** Cost of Database development depends on the data transfer format required by the Sponsor. Basic Excel transfer will not cost additional fee. Other format will require additional development time.*

LBM	CLIENT

CONTRAT DE SERVICE

8. Additional service

In the case that additional services are required by the Sponsor or its representative, resulting as an example from a change to the protocol, a revised proposal will be prepared to outline the budgetary impact of such a change.

9. Payment terms

Lab Bio-Medic will send to the customer an itemized monthly invoice for the services provided under the terms of this proposal. Payment terms are net 30 days from the day of the invoice.

10. Important note

Please note that this proposal is based on the information available at the moment of its preparation. Therefore, the amounts presented in the document should be considered as estimations. Should the assumptions change, the proposal could potentially be revisited.

Should you have any questions and/or comments, please do not hesitate to contact me.

Best personal regards,
Sébastien

LBM	CLIENT



Laboratory Manual

Protocol SPINALON



Document History

List of changes to the Laboratory Manual for Protocol SPINALON:

Version #	Revision Date	Summary of Changes
1.0	N/AP	N/AP



Approval Signatures

Date	Position	Name	Signature
2013-08-29	Director, Operations Lab Bio-Medic	Mélanie Lessard	



Laboratory Accreditations



N° dossier	236-B	N° permis	2120-2064	Région administrative	06 : Montréal
------------	-------	-----------	-----------	-----------------------	---------------

Le titulaire Monsieur Marc Hamilton
nom du titulaire

Est autorisé(e) à exploiter un laboratoire de Biologie médicale : Biochimie

Situé à Laboratoire Bio-Médic inc.
3576, avenue du Parc, suite 5315
Montréal (Québec) H2X 2J1

Permis délivré le 26 novembre 2012 et valide du 1^{er} janvier 2013 au 31 décembre 2013

(Ce permis est incessible et doit être affiché en évidence) 
Sous-ministre adjoint



Laboratory Accreditations (Continued)

Santé
et Services sociaux

Québec 

N° dossier	236-M	N° permis	2120-2072	Région administrative	06 : Montréal
------------	-------	-----------	-----------	-----------------------	---------------

Le titulaire Monsieur Marc Hamilton
nom du titulaire

Est autorisé(e) à exploiter un laboratoire de Biologie médicale : Microbiologie

Situé à Laboratoire Bio-Médic inc.

3576, avenue du Parc, suite 5315

Montréal (Québec) H2X 2J1

Permis délivré le 26 novembre 2012 et valide du 1^{er} janvier 2013 au 31 décembre 2013

(Ce permis est incessible et doit être affiché en évidence)

Sous-ministre adjoint



Contacts

Laboratoires Bio-Médic Inc

3576 Avenue du Parc, suite 5315

Montreal, Quebec

H2X 2J1

Project Manager

Melanie Lessard, RT, T.M.

Director, Operations

Customer service

Johanne Lapierre

Secondary Contact

Sébastien Dupuis



Visits Schedule Summary

Study SPINALON

Analysis	Visit	
	Time 0	Time 4
Albumin	X	X
Alkaline phosphatase	X	X
ALT	X	X
AST	X	X
Bicarbonates (CO2)	X	X
CBC	X	X
Creatinine	X	X
Direct Bilirubin	X	X
Electrolytes (Na, K, Cl)	X	X
HDL-Cholesterol	X	X
LDL-Cholesterol	X	X
Magnesium	X	X
Total Bilirubin	X	X
Total Cholesterol	X	X
Total Protein	X	X
Urea (BUN)	X	X



Material for Study SPINALON

Material	Visit	
	Time 0	Time 4
SST 5,0 mL plastic tube	1	1
K2 EDTA 4,0 mL Plastic tube	1	1
Needle	1	1
Absorbant paper	1	1
Biohazard Bag with protective document pocket	1	1
Tubes labels	2	2



Sample collection / processing

Samples collection performed at:

Montreal General Hospital
L7-510, 1650 Cedar Ave
Montreal QC
H3G 1A4

Samples collection schedule:

Time 0 hr and Time 4 hr

Blood Samples

Blood samples will be collected into 2 different tubes:

- 1 X 5.0 mL SST plastic tube (yellow cap)
- 1 X 4.0 mL EDTA K2 plastic tube (lavender cap)

Follow the collection order tube describe in **Annexe 1- Collection Order Tube**
Properly identify blood collection with the label provided:

<p>SPINALON Subject ID _____ DOB _____ M F Coll. date _____ time _____</p>

DOB= Date of birth

Coll.= Collection

SST TUBE (1 tube):

- Once collected, invert the tube 5 times.
- Tubes should be allowed to clot at room temperature for approximately 30 minutes and for a maximum of 120 minutes, in upright position in a tube rack with the caps on the tubes. Centrifuging the tubes before 30 min or later than 120 min after collection may lead to erroneous results.
- Centrifuge the blood sample at ambient temperature for 10 minutes between 1100 and 1300 G.
- Refer to **Annexe 2- Stabilisation of SST tubes samples**
- Refrigerate

Laboratory Manual Protocol SPINALON
Version 1.0



K2 EDTA (1 TUBE):

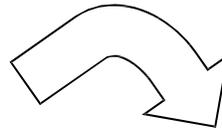
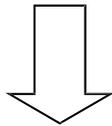
- Once collected, invert the tube 8 to 10 times.
- **Do not** centrifuge the blood collection tube.
- Refrigerate immediately after collection

Report all information on a Bio-Medic Requisition form (Refer to **Annexe 3-Laboratory requisition**) and ship all the samples to the Bio-Medic Montreal Laboratory as describe in the section Sample Shipping.



Sample Shipping Summary

Patient Reception



Collection and Stabilization of Specimen

The collection and stabilization of specimen is performed as per collection and processing section corresponding to the appropriate time point.

Place the specimens of 1 patient in 1 transport bag with the corresponding requisition. The specimens need to be sent to the laboratory on Ice pack.

Specimen Transport

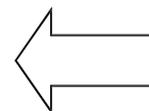
When samples are ready to be shipped, please contact Jacynthe Drolet to request a transporter at

jacynthedrolet@labbiomedic.com

OR

Laboratory

Reception of the specimen
by the laboratory





Shipping of biomedical samples

Instructions for the shipping:

- The package must contain :
 - A primary airtight container; (ex. the tube)
 - A secondary airtight container (ex. Biohazard bag)
 - Absorbent paper included in the biohazard bag
 - Ice pack according to the storage requirement of samples.
 - A rigid box (Eg. Cooler) identified with:
 - Sender :**
 - Company name;
 - Contact person;
 - Phone number;
 - Complete address.
 - Receiver**
 - Company name;
 - Contact person;
 - Phone number;
 - Complete address
- A label "**specimen humain exempté**" must be present on the outside package to inform the transporters on the nature of the package.
- The specimens must be packed to avoid damage or leakage.
- The requisition must be placed in the pocket outside the biohazard bag.
- Use one (1) separate transport bag per patient.
- For the transport of diagnostic specimens suspected non-infectious, there is no limit to the number of samples per package.



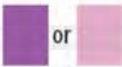
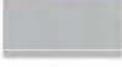
Annexe 1- Collection order tube



Helping all people
live healthy lives

Order of Draw for Multiple Tube Collections

Reflects CLSI (formerly NCCLS) recommended
Order of Draw (NCCLS H3-A5, Vol 23, No 32, 8.10.2)

Closure Color	Collection Tube	Mix by Inverting
BD Vacutainer® Blood Collection Tubes (glass or plastic)		
	• Blood Cultures - SPS	8 to 10 times
	• Citrate Tube*	3 to 4 times
 or 	• BD Vacutainer® SST™ Gel Separator Tube	5 times
	• Serum Tube (glass or plastic)	5 times (plastic) none (glass)
	• Heparin Tube	8 to 10 times
 or 	• BD Vacutainer® PST™ Gel Separator Tube With Heparin	8 to 10 times
 or 	• EDTA Tube	8 to 10 times
	• Fluoride (glucose) Tube	8 to 10 times

*When using a winged blood collection set for venipuncture and a coagulation (citrate) tube is the first specimen tube to be drawn, a discard tube should be drawn first. The discard tube must be used to fill the blood collection set tubing's "dead space" with blood but the discard tube does not need to be completely filled. This important step will ensure maintenance of the proper blood-to-additive ratio of the blood specimen. The discard tube should be a nonadditive or coagulation tube.

NOTE: Always follow your facility's protocol for order of draw

The BD Vacutainer® Blood Collection System



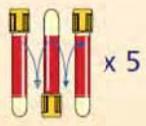
Annexe 2- Stabilisation of SST tubes samples



Helping all people
live healthy lives

How to Prepare a Quality Sample

Using BD Vacutainer® SST™ Tubes

<p>Invert 5 Times</p>	<p>Clot 30 Minutes</p>	<p>Spin 10 Minutes</p>
 	 	  
<ul style="list-style-type: none"> ● Gently invert 5 times to mix clot activator with blood. 	<ul style="list-style-type: none"> ● Allow blood to clot for a minimum of 30 minutes in a vertical position. ● Observe a dense clot. 	<ul style="list-style-type: none"> ● Centrifuge at FULL SPEED (between 1100 and 1300g) for 10 minutes for swing-head units or 15 minutes for fixed angle units (balance tube in centrifuge). ● Barrier will form, separating serum specimen from clot ● Transport spun tube to laboratory.



Annexe 3 - Lab ratory Requisition:

BIOMEDICAL ANALYSIS REQUEST

Project No. : **SPINALON**

CRO : Nordic Life Science Pipeline Inc, 1135 rue Carougeols, Quebec, Quebec, G1Y 2T4

SITE: Hôpital Général de MTL, 1650 Cedar Avenue L7-510, Montréal (Qc), H3G 1A4

Select the visit, Please tick one	√
Time 0 hr	
Time 4 hr	
Unscheduled visit	

Name of Principal Investigator: Dr Mohan Radhakrishna

Collection date: ____/____/____ Time*: ____:____ Initials of collector: _____
YYYY MM DD HH MIN

ID Subject: _____

Sex : F or M Date of Birth : ____/____/____
YYYY MM DD

SPINALON Profile:

- Complete Blood Count
- Albumin
- Alkaline Phosphatase
- AST & ALT
- Bicarbonate (CO2)
- BUN
- Cholesterol total
- Cholesterol-HDL
- Cholesterol-LDL
- Creatinine
- Electrolytes (Na, K, Cl)
- Magnesium
- Tctal and Direct Billrubin
- Tctal Protein

OTHERS :

Comments / Specifications from site (if applicable):

** Time is in a 24-hour format so 7:15PM is to be entered as 19:15 and 12:00AM is 24:00.*

NORDIC – SPINALON-v01

Appendix 14

Monitoring contract between Nordic LSP and VA Consultant Inc.



RESEARCH MONITORING CONTRACT

1. Contract Number NLSP-VA CONSULTANT-1-02092013
2. Contract Starting Date October 02, 2013
3. Duration of Contract Up to 11 months
4. Project Title SPINALON Clinical Study Phase I/IIa
5. Amount
6. Awarded by Nordic Life Science Pipeline Inc.

7. Service Provider (Consultant) Mr. Vincent Audibert (VA Consultant Inc.)
8. Payment to

9. Project

The primary objective is to determine safety, tolerability, and maximum tolerated dose in Spinal Cord-Injured subjects. The secondary objective is to explore dose-dependent effects upon the appearance of locomotor-like activity.

The project will be conducted at the Montreal General Hospital, with a maximum of fifty (50) research participants over the year covered by this service contract.

10. Responsibilities

The tasks described below will be executed by the Consultant at the clinical investigational site of this study, which is under the responsibility of Dr. Mohan Radhakrishna, Qualified Investigator, at the Montreal General Hospital.

Before a Visit

Nordic Life Science Pipeline informs the Monitor that the clinical site needs a visit. Then, the Monitor:

- Ensures that the clinical site is informed in writing about the visit;
- Ensures that the Investigator and the site staff involved in the study will be present during the visit;
- Reviews the last monitoring visit report(s) (if any).

During a Visit

The Monitor must:

- Sign the Monitoring Visit Log;
- Make all necessary attempts to meet with the Principal Investigator and the personnel involved in the study;
- Highlight findings to the Investigator and/or the site staff involved in the study;
- Propose corrective actions and collaborate on their implementation;
- Reinforce compliance observations;
- Act as a resource for any trial-related, GCPs and regulatory compliance questions.

After a Visit

- The Monitor must document his visit and submit his report to Nordic Life Science Pipeline a maximum of 7 days after the visit date;
- Nordic Life Science Pipeline shall ensure a follow-up towards the Monitor based on the issued recommendations;
- The Monitor must send a follow-up letter to the clinical site;

The Consultant engages himself to notify Nordic Life Science Pipeline promptly if for any reason he is unable to fulfil the described tasks, or if major modifications of the proposed plan seem necessary.

11. Availability of Ressources

The Consultant shall provide the required supplies and equipment required to execute the tasks under his responsibilities.

12. Payment

- a. The Consultant will be paid on a per-visit basis, at an hourly rate of 85 \$, for a maximum of up to 14,110 \$ (maximum of 6 visits). These payments are not subject to any overhead or indirect costs of any nature.
- b. The Consultant will send an invoice to Nordic Life Science Pipeline after each visit. The first interim monitoring visit should be done after four (4) research subjects have been randomized. Subsequent interim monitoring visits (2, 3, and 4) should be performed each time twelve (12) additional research subjects have been randomized.
- c. Following is the expected schedule of visits¹, based on the planned recruitment of research subjects, which is an average of one (1) per week over a fifty (50) weeks period :

Visit	Subjects	Date	Amount (CAD)
Training (protocol and ICF)	0	02-Sep-2013	
01 Interim Monitoring Visit 1	4	02-Oct-2013	
02 Interim Monitoring Visit 2	16	25-Dec-2013	
03 Interim Monitoring Visit 3	28	17-Mar-2014	
04 Interim Monitoring Visit 4	40	12-Jun-2014	
05 Interim Monitoring Visit 5	50	21-Aug-2014	
06 Site Close-Out Visit	50	04-Sep-2014	

13. Publishing and exploitation of research results

- a. Any data and results originating from this research project shall be communicated only and exclusively to Nordic Life Science Pipeline.
- b. Copyright of all subsequent publications to be produced resulting from the project shall belong exclusively to Nordic Life Science Pipeline.
- c. Any patents or other intellectual property rights resulting from the project shall belong exclusively to Nordic Life Science Pipeline.
- d. The Consultant is not authorized to author any scientific publications, neither intellectual property claims.

¹ See addendum A for the breakdown of costs related to each visit.

14 Termination and Extension of contract

Each party shall have the right to terminate the collaboration at any time by written, substantiated notice to the other party, or may request its termination. In this event, any expenditures incurred in good faith and obligations entered into shall be settled by Nordic Life Science Pipeline. Neither party to the contract shall make any further claims.

15 Place of jurisdiction

The place of jurisdiction is the Province of Quebec (Canada). The contract shall be subject to Quebec law.

16 Service Provider (Consultant)

Signature :



Vincent Audibert

Name:

Organization:

Phone:

Email:

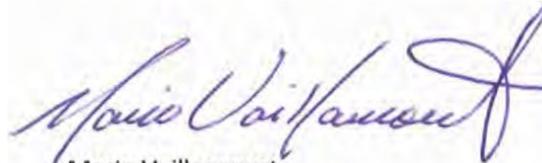
vaconsultant@videotron.ca

Date:

3 SEP 2013

Contract Organization

Signature:



Mario Vaillancourt

Name:

Organization:

Phone:

Email:

otn@mail.com

Date:

03 SEP 2013

Addendum A

Breakdown of costs related to each visit²

<u>HOURS:</u>								
	Training	IMV-1	IMV-2	IMV-3	IMV-4	IMV-5	COV	Total
Preparation	3	2	2	2	2	2	2	15
Transport	0	2	6	6	6	6	2	28
On-Site	0	5	21	21	21	21	4	93
Communicatio	0	1	1	1	1	1	1	6
Report	0	3	3	3	3	3	3	18
Hours	3	13	33	33	33	33	12	160
Amount(CAD)	255 \$	1 065 \$	2 685 \$	2 685 \$	2 685 \$	2 685 \$	980 \$	13 040 \$
<u>OTHER EXPENSES:</u>								
Kilo	- \$	40 \$	120 \$	120 \$	120 \$	120 \$	40 \$	560 \$
Parking	- \$	20 \$	60 \$	60 \$	60 \$	60 \$	40 \$	300 \$
Meal	- \$	15 \$	45 \$	45 \$	45 \$	45 \$	15 \$	210 \$
	- \$	75 \$	225 \$	225 \$	225 \$	225 \$	95 \$	1 070 \$
TOTAL:	255 \$	1 140 \$	2 910 \$	2 910 \$	2 910 \$	2 910 \$	1 075 \$	14 110 \$

² Hourly rate of 85 \$ (except during transport, which is 65 \$) and 0,50\$ per kilometres

14. Termination and Extension of contract

Each party shall have the right to terminate the collaboration at any time by written, substantiated notice to the other party, or may request its termination. In this event, any expenditures incurred in good faith and obligations entered into shall be settled by Nordic Life Science Pipeline. Neither party to the contract shall make any further claims.

15. Place of jurisdiction

The place of jurisdiction is the Province of Quebec (Canada). The contract shall be subject to Quebec law.

16. Service Provider (Consultant)

Signature:



Vincent Audibert

Name:

Organization:

Phone:

Email:

Date:

3 SEP 2013

Contract Organization

Signature:

Name:

Mario Vaillancourt

Organization:

Phone:

Email: -

Date:

Vincent Audibert

EDUCATION

- 1997 Certificate in "Milieu Clinique" (27 credits completed)
University of Montreal
Montreal, Quebec, Canada
- 1994 Collegial Nursing degree
CEGEP La Pocatiere
Quebec, Canada
- 1993 Collegial Social Studies Diploma
CEGEP Limoilou
Limoilou, Quebec, Canada

PROFESSIONAL ASSOCIATION

Ordre des Infirmiers et Infirmieres du Quebec membership (O.I.I.Q.)
Association of Clinical Research professionals (ACRP)
Association Quebecoise des Infirmieres et Intervenants en Recherche Clinique (AQIRC)

PROFESSIONAL EXPERIENCE

I have more than seventeen years of experience as a Clinical Research Associate as both independent contractual monitor and employee for Contract Research Organizations in the areas such as cardiology, oncology, endocrinology, infectious disease, inflammatory disease, central nervous system, psychiatry, urology, transplant and gynecology. Prior to entering clinical research, I worked as a nurse and gained experience from working in different units such as oncology, hematology, surgery, urology and pediatrics.

In April of 2013, I have been appointed as the Vice-President of the "Association Quebecoise des Infirmieres et Intervenants en Recherche Clinique" (AQIRC).



30 SEP 2013 12/01/2014

April 2013 - Present ASSOCIATION DES INFIRMIERES ET INTERVENANTS EN RECHERCHE CLINIQUE (AQIIRC), Quebec, Canada

Vice-President

November 2002 - Present VINCENT AUDIBERT CONSULTANT INC., Montreal, Quebec, Canada

Clinical Research Monitor

Clinical Research Experience:

- * Cardiology: Coronary Artery Disease (device study), Myocardial Infarction
- * Endocrinology: Type I & Type II Diabetes Mellitus
- * Gynecology: Vaginal Atrophy, Hot flushes
- * Hereditary Angioedema
- * Infectious Disease: RSV Infection & Pneumonia
- * Inflammatory Disease: Rheumatoid/Psoriatic Arthritis
- Liver Transplant
- * Neurology: Multiple Sclerosis & Stroke (device study)
- Oncology: Hodgkin and Non Hodgkin Lymphoma, Adenocarcinoma, Leukemia, Myelodysplastic Syndrome, Solid Tumor
- * Renal Transplant
- * Urology: Overactive bladder

Project monitoring and supervision with respect to GCP.

Clinical Research Supervisor

Clinical Research Experience:

- * Oncology: Renal Cell Carcinoma

Project and CRO supervision with respect to GCP.

February 1999 - November 2002 COVANCE (CANADA) INC., Montreal, Quebec, Canada

Clinical Research Associate

Clinical Research Experience:

- * Cardiovascular: Unstable/Stable Angina, Congestive Heart Failure, CAD
- Oncology: Malignant Melanoma
- * Inflammatory Disease: Rheumatoid Arthritis
- * Infectious Disease: Gram Positive Infection
- * Endocrinology: Diabetes (Prevention of Coronary Artery Disease)
- * Gynecology: Female Sexual Disorder

Vincent Audibert

3

Responsible for monitoring Phase II-N clinical trials.

February 1998 -
February 1999

PHARMATEC GLOBAL INC., Montreal, Quebec, Canada

Clinical Research Associate

Clinical Research Experience:

- * Cardiovascular: Hypercholesterolemia
- * Psychiatry: Schizophrenia

Coordination, consultation and education in clinical trial management

May 1997 -
February 1998

JNNOVUS RESEARCH, Montreal, Quebec, Canada

Clinical Research Associate

Clinical Research Experience

- * Neurology: Epilepsy

Monitoring

May 1997 -
June 1997

MED+CARE HEALTH SERVICES, Montreal, Quebec, Canada

Research Nurse

Visit patient's home to take vital signs. Obtain blood samples; Inject the research drug; Adverse event monitoring; Compile a report for each visit. Send blood samples to the central laboratory

June 1996 -
June 1998

CITE DE LA SANTE HOSPITAL, Laval, Quebec, Canada

Nurse

Work in different units: oncology, hematology, surgery, urology, pediatrics and others.

January 1996 -
May 1996

WYETH-AYERST CANADA INC. AND CIBA INC., Montreal, Quebec, Canada

Data Entry Clerk

Enter data into database from CRF.

Vincent Audibert

4

October 1995 - DYNACARE CLINICAL RESEARCH JNC., Montreal, Quebec, Canada
January 1996

Clinical Research Associate

Clinical Research Experience

* Psychiatry: Depression, Alzheimer's Disease

Monitoring

July 1995 -
August 1995

FIDUCIE DE RECHERCHE DE L'HOPITAL ST-LUC, Montreal, Quebec, Canada

Clinical Research Coordinator

Clinical Research Experience:

* Neurology: CVA/TIA

January 1995 -
June 1996

COMIDIC INC. (Nurse placement agency), Montreal, Quebec, Canada

Nurse

Work in various units of several hospitals and centers for elderly people in the Montreal region.

Centre d'accueil François-Seguenot (Assistant Head Nurse)

Centre hospitalier Saint-Laurent

Centre d'accueil Villa Mont-Royal

Centre d'accueil Dorchester

Centre d'accueil Fleury

Centre d'accueil Jean-Talon

August 1994 -
January 1995

COMIDIC INC. (Nurse placement agency), Montreal, Quebec, Canada

Assistant Nurse

Personal help (hygiene and comfort) in hospitals and centers for elderly patients.

ELECTRONIC DATA CAPTURE CEDQ SYSTEM EXPERIENCE

2013	Medidata RAVE
2011-2013	Open-Clinica
2006-2010	Medidata RAVE
2005	PHASE FORWARD INFORM

Vincent Audibert

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CLINICAL TRIAL MANAGEMENT SYSTEM (CCTMS) EXPERIENCE

2013 ECLIPSE
2006-2010 IMPACT

BOBBIES

Weightlifting, boxing, jogging, Softball, hiking, bicycle, golf, rollerblade, ski, fishing, travel, music, cinema and computer.

OTHER RELEVANT INFORMATION

LANGUAGES: English & French

THERAPEUTIC EXPERIENCE: See Attached Appendix I

APPENDIX I

Therapeutic Experience

As a Registered Nurse clinical experiences include 4 years with in-patients, treated in different therapeutic domains. The clinical research experience includes 17 years monitoring in/out-patients in the therapeutic domains listed below.

THERAPEUTIC DOMAIN	SUB-CLASSIFICATION	MEDICATION CLASS	STUDY PHASE	RESPONSIBILITY	# OF SITES	# OF PATIENTS
Cardio	Atrial fibrillation	N/A	U	Monitoring	3	38
	Acute Myocardial Infarction and Left Ventricular Dysfunction	Specific Bone Marrow Cells	VI (Investigator Initiated Study)	Monitoring	1	25
	CAD	Device	II	Monitoring	3	0
	CAD prophylaxis	Anti-Platelets	IV	Monitoring	8	300
	Congestive Heart Failure	Imidazoline Receptors Agonist	N	Co-Monitoring	N/A	N/A
	Coronary Atherosclerosis	Antiatherosclerotic Agent	II	Monitoring	2	45
	Hypercholesterolemia	Lipid lowering agent	N	Monitoring	7	65
	Moderate/severe mitral regurgitation	N/A	II	Monitoring	3	27
	Stable Angina	Negative chronotropic	III	Monitoring	12	57
	Unstable Angina	Lipid Lowering Agent	IV	Reg. Docs Review, Close-out visits query resolutions	55	1000
	Unstable Angina	Anti-Platelets	IV	Co-Monitoring	N/A	N/A
Endocrinology	Diabetes (Prevention of CAD)	Lipid lowering agent	N	Monitoring	8	300
	Type I Diabetes Mellitus	altered peptide ligand (APL)	II	Monitoring	3	82
	Type I/II Diabetes Mellitus	Long-acting soluble insulin analogues (new class)	III B	Monitoring	18	445
	Type II Diabetes Mellitus	GLP-1	IB	Monitoring	1	12
	Type II Diabetes Mellitus	GLP-1	II	Monitoring	11	45
	Type II Diabetes Mellitus	GLP-1	DA	Monitoring	11	36
Genetic Disorder	Angioedema	Cl esterase inhibitor (human)	I	Monitoring	1	53



CONFLICT OF INTEREST DISCLOSURE

Study Number: SPIN-01

Study Title: *Tri-therapy (SPINALON)-elicited spinal locomotor network activation: Phase I-IIa clinical trials in spinal cord-injured patients.*

Name (independent Study Monitor): MR. VINCENT AUDIBERT

Site/Institution Name: for activities to be held at the McGill University Health Center (MUHC) - Montreal General Hospital (MGH)

Do you, your spouse or dependent children have:

1. Financial interest in NORDIC Life Science Pipeline: Yes No
If yes, please specify

2. An agreement with NORDIC Life Science Pipeline whereby the value of compensation could influence the outcome of the study: Yes No
If yes, please specify

3. Any propriety interest in the tested product: Yes No
If yes, please specify

4. Payments received from NORDIC Life Science Pipeline, other than payments for conducting any NORDIC sponsored studies: Yes No
If yes, please specify

I certify that the foregoing responses are complete and accurate and I agree to provide an update to this information if any relevant changes occur during the course of the study and for a period of one year following its completion.

Printed Name: Vincent AUDIBERT

Signature: 

Date: 31/07/2014
 (dd/mm/yyyy)

DISCLOSURE AGREEMENT

VA Consultant Inc.
2362 Rue De Montbeliard
Mascouche, QC, Canada
J7K 3X4

and

Nordic Life Science Pipeline Inc.
1135 des Carougeois
Quebec City, QC, Canada
G1Y 2T4

Since each party may *have* access to the other party's information and documentation, Nordic Life Science Pipeline Inc. and VA Consultant Inc. (hereinafter, "THE PARTIES").

Since "Information" shall mean any information not generally known to the public and can be in any form, including oral, written, or electronic.

THE PARTIES" agree to the following:

1. Not to disclose the Information to any third party and not to use the Information for any purposes other than to evaluate the possibility of collaboration in the context of clinical trial(s).
2. To keep the Information secret and shall not, without the prior written consent of the other party, disclose any of the Information.
3. To safeguard the Information to the same extent that it protects its own information, but in no event in less than a prudent and business-like manner to prevent the unauthorized use, dissemination or publication of the Information.
4. The disclosure of Information hereunder shall not vest in any right, title, interest, license or ownership in the Information, nor in any patents, trade secrets, copyrights or other intellectual property.
5. Each party will retain the Information securely and not disclosed to any person outside its organization.

Disclosure Agreement between VA CONSULTANT INC. and NORDIC LIFE SCIENCE PIPELINE INC.

- 6. Both parties hereto agree that should this Agreement be breached, money damages would be inadequate to remedy such breach. As a result, the non-breaching party shall be entitled to seek, and a court of competent jurisdiction grant, specific performance and injunctive or other equitable relief as a remedy for any breach of this Agreement. Such remedy shall be in addition to all other remedies, including money damages, available to a non-breaching party at law or in equity.
- 7. The parties hereto have required that this Agreement be drafted and signed in the English language. *Les parties aux presentes declarent qu'elles ont specifiquement demande que le present contrat soit redige et signe en langue anglaise, et par les presentes confirment leur dite demande.*
- 8. This Agreement constitutes the entire understanding between the parties in respect of this matter, and supersedes any prior agreements or arrangements, whether oral or written, between the parties. All additions or modifications to this Agreement must be in writing and must be signed by both parties or shall have no effect and shall be void.
- 9. This Agreement shall remain in effect until seven (7) years from the Effective Date.
- 10. This Agreement shall be subject to, interpreted and governed according to the laws of the Province of Quebec, Canada.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, intending to be legally bound thereby, as of the Effective Date.

Signature:

Signature:

Maria Vaillancourt
Vice-President, Business Development
NORDIC LIFE SCIENCE PIPELINE INC.

Owner
VA CONSULTANT INC.

Appendix 15

Minutes of the phone conference between ICON and the Investigator (Radhakrishna) to cover the SAE reporting process

<ul style="list-style-type: none"> ○ Study timelines ○ Communication flow 	<p>need to insure that the AE CRF page and the SAE form are compatible with the information being requested for reconciliation purposes and that the SAE form may be amended, if necessary.</p> <ul style="list-style-type: none"> ○ MR indicated that first subjects are pre-identified for screening. However, there are still some organizational issues that must be resolved prior to enrolment. Therefore, the first subject is not expected prior to mid-October. ○ MR & MZ agreed that ICON will receive information about study status including FPI and beginning of enrollment of each next cohort and information about any changes in the study design via e-mail addressed to margaret.zalewski@iconplc.com and carol.cook@iconplc.com ○ MZ & CC will communicate with MR via e-mail: mohan.radhakrishna@mcgill.com and cc the site coordinator Maryam Kia: marvam.kia@mcgill.com ○ An ad hoc teleconference will be scheduled if any issues related to SAE need to be discussed. 	
<p>Action items:</p>	<ul style="list-style-type: none"> ○ CC will amend the SAE form completion guidelines to include the reporting of multiple events on one form. ○ CC will check SAE report form for compatibility with the AE CRF page upon reception of AE CRF page, 	

Appendix 16

Research subjects screening log

Appendix 17

Pre-screening phone script

**SPIN-01 CLINICAL STUDY
PHONE SCRIPT**

First Name :	
Last Name :	
Gender :	<input type="checkbox"/> Man <input type="checkbox"/> Woman
Phone Number(s) :	(home)
	(work)
	(cell)
Birth Date :	
Age :	

INCLUSION CRITERIA

Traumatic Spinal Cord Injury <i>Must not be non-traumatic (e.g., multiple sclerosis, syringomyelia, spinal tumor, etc.)</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Clinical diagnosis of complete or motor-complete Spinal Cord Injury <input type="checkbox"/> ASIA-A or <input type="checkbox"/> ASIA-B	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Chronically injured since more than 3 months <i>Date of injury:</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Paraplegic within T1-T12 <i>Which thoracic vertebra:</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Tetraplegic <i>within C3-C8</i> <i>Which cervical vertebra:</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
In relatively good health condition <i>e.g. no significant bed sores or urinary tract infection</i> <i>Comment:</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

EXCLUSION CRITERIA

Involuntary rhythmic leg muscle activity in the last 3 months <i>e.g. restless leg syndrome, spontaneous activity in supine position, etc.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Receiving monoamine oxidase (MAO) inhibitor(s) <i>Please see detailed list at page #2</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Allergic or hypersensitive to buspirone, levodopa or carbidopa	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Receiving sympathomimetic amines <i>e.g., epinephrine, pseudoephedrine</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Receiving antihypertensive drugs	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Receiving tricyclic antidepressants	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Receiving dopamine D2 receptor antagonists	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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<i>e.g., phenothiazines, butyrophenones, risperidone</i>		
Receiving phenytoin and papaverine	<input type="checkbox"/> Yes	<input type="checkbox"/> No
With glaucoma	<input type="checkbox"/> Yes	<input type="checkbox"/> No
With psychiatric or mental disorder(s)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Pregnant or lactating woman	<input type="checkbox"/> Yes	<input type="checkbox"/> No

MAO

Actomol	Adepren	Apresoline	Aurorix	Azilect
Cantor	Catron	Consonar	Dependal-M	Deprenyl
Drazine	Eldepryl	Emsam	Eutonyl	Furoxone
Humoryl	Indicarb	Inkazan	Ipronid	Iprozid
Jatrosom	Laniazid	Manerix	Marplan	Marsilid
Matulane	Nardelzine	Nardil	Natulan	Nerusil
Neuralex	Niamid	Nimaol	Nydrazid	Pakio
Parnate	Pirazidol	Propilniazida	Rivivol	Safra
Surodil	Sursum	Tempium	Tersavid	Timostenil
Ximaol	Zyvox	Zyvoxam	Zyvoxid	

ACTUALLY FOLLOWED BY A PHYSICIAN FOR A HEALTH CONDITION	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
*If yes, which condition, and since when?		

MEDICATION ACTUALLY TAKEN (Name, indication, and dosage)

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MEDICAL PROFILE

If yes, detail

Had seizure	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Had tumor(s) (malignant or non-malignant) or <i>in situ</i> carcinoma	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>in the last five (5) years?</i>
Had gastrointestinal ulcer(s)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>in the last five (5) years?</i>
Currently suffering of uncontrolled heart problems	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Currently suffering of uncontrolled blood related diseases	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Currently suffering of uncontrolled endocrine disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Currently suffering of uncontrolled liver disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Currently suffering of uncontrolled lung disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Currently suffering of uncontrolled kidney disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
High blood pressure ($\geq 140/90$)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

COMMENT

DECISION

Meet the study criteria	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Accept to visit the Montreal General Hospital for a first screening visit (Physical exam)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Accept to give a urine sample for pregnancy test (women)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Accept to visit the Montreal General Hospital for a second visit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Accept blood draw during the second visit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Accept to receive oral tablets during the second visit	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signature : _____

Date : _____